



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, July 15, 2025, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Rabbi Steve Silberman, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

July 8, 2025

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Edwin Stuardi for a waiver of the Noise Ordinance at 3671 Hayfield Place on November 22, 2025, from 7:00 p.m. - 11:00 p.m. (District 7).

10. PUBLIC HEARINGS

Public hearing to consider rezoning property located at 720 Museum Drive from R-1 to B-2 (District 7).

Public hearing to declare the structure at 607 Belsaw Avenue a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 500 Chin Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 7099 Old Shell Road a public nuisance and order it demolished (District 7).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Ms. Darlene Chavers, Ms. Senior Mobile - will introduce herself to the Council.

12. ORDINANCES HELD OVER

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).

13. RESOLUTIONS HELD OVER

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.).

08-928 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.).

08-931 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.

14. ORDINANCES BEING INTRODUCED

64-037 Consider rezoning property located at 720 Museum Drive from R-1 to B-2 (sponsored by Councilmember Gregory).

15. CONSENT RESOLUTIONS BEING INTRODUCED

03-937 Appoint Alvin Garvin to the Advisory Commission on the Disabled (sponsored by Councilmember Carroll).

03-938 Re-appoint Bruce Helbig to the Golf Course Advisory Committee (sponsored by Councilmember Daves).

27-939 Designate Dauphin Way Baptist Church, 3661 Dauphin Street, as the new voting place for Ward Number 5-5 for the 2025 Municipal Election (sponsored by Mayor Stimpson) (submitted by Lisa C. Lambert, City Clerk).

37-940 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premise Only) License to Speed Stop/ 1861 Government Boulevard (sponsored by Councilmember Carroll).

37-941 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Pedros Tacos and Tequila Bar; 3649 Airport Boulevard (sponsored by Councilmember Daves).

40-942 Declare the structure at 607 Belsaw Avenue a public nuisance and order it

demolished (sponsored by Councilmember Carroll).

40-943 Declare the structure at 500 Chin Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-944 Declare the structure at 7099 Old Shell Road a public nuisance and order it demolished (sponsored by Councilmember Gregory).

58-945 Declare weeds noxious, Weed Lien Group 1666.

60-946 Approve award of special bonus to the Firefighter of the Month; Humphries (sponsored by Mayor Stimpson) (submitted by Chief Johnny Morris, MFRD).

60-947 Approve award of special bonus to the Officer of the Month; Howard (sponsored by Mayor Stimpson) (submitted by Chief William Jackson, MPD).

60-948 Determine an appropriation to Dodge Elementary School serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

60-949 Determine an appropriation to Dodge Elementary School serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

60-950 Determine an appropriation to the Marching Cougars Band/Band Booster Club serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

60-951 Determine an appropriation to University of South Alabama Jag Girls serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

16. CIP RESOLUTIONS INTRODUCED

08-952 Approve purchase order to Trantex Transportation Products of Texas, Inc. for traffic speed cushions for District 6; \$31,698.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-953 Approve purchase order to Trantex Transportation Products of Texas, Inc. for traffic speed cushions for District 7; \$17,610.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

17. RESOLUTIONS BEING INTRODUCED

08-954 Approve purchase order to Emergency Equipment Professional, Inc. for two fire pumper trucks for MFRD; \$2,063,084.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-955 Approve purchase order to Kone, Inc. for replacement of elevator controller system at Mobile Museum of Art; \$164,042.49 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-956 Approve purchase order to Long Lewis Ford of the Shoals, Inc. for three Ford Bronco SUVs; \$93,190.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-957 Approve purchase order to Schaefer Plastics North America, LLC for garbage carts for garbage collection; \$41,943.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-958 Approve purchase order to Stivers Ford Lincoln, Inc. for Ford F150 Pickup Truck for Facilities Maintenance; \$47,418.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-959 Approve purchase order to Truck Equipment Sales, Inc. for Ford F250 Pickup Truck for Facilities Maintenance; \$61,193.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-960 Approve purchase order to University of South Alabama for first-semester paramedic courses for MFRD; \$15,879.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-961 Approve purchase order to University of South Alabama for second-semester paramedic courses for MFRD; \$21,740.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-962 Authorize contract with HCL Contracting, LLC for 2024 PAYGO Resurfacing Commission District 1; \$4,509,595.64 (sponsored by Councilmembers Carroll, Small, Reynolds, & Gregory and Mayor Stimpson) (submitted by John Forrester, Engineering Dept.).

21-963 Authorize contract with Southern Earth Sciences, Inc. for Downtown Street Optimization (Resurfacing & Restriping); \$50,700.00; (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by John Forrester, Engineering Dept.).

21-964 Authorize contract with Southern Earth Sciences, Inc. for 2024 PAYGO Resurfacing Commission District 1; \$78,750.00; (sponsored by Councilmembers Carroll, Small, Reynolds, & Gregory and Mayor Stimpson) (submitted by John Forrester, Engineering Dept.).

23-965 Accept Deed for right-of-way from the Mobile Airport Authority; Michigan Avenue and Raven Drive (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Carleen Stout, REAM, and John Forrester, Eng. Dept.).

60-966 Authorize the Settlement Agreement and Release of Claims; Hartman (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-967 Authorize Settlement Agreement and Release of Claims; Riverside Baptist Church (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-968 Authorize Settlement Agreement and Release of Claims; Valderrama (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

18. CALL FOR PUBLIC HEARINGS

41-969 Call for public hearing to consider the modification of a previously approved Planned Unit Development for property located at 685 Schillinger Road South (scheduled for August 19, 2025) (District 6).

41-970 Call for public hearing to consider rezoning property located at 4154 and 4164 Moffett Road from B-2 to I-1 (scheduled for August 19, 2025) (District 1).

41-971 Call for public hearing to consider the application of Kahtan Ahmed for a Certificate of Public Convenience and Necessity to operate a shuttle service (scheduled for July 29, 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 am. to 10:00 p.m.:

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

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

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

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

Name of Applicant: Edwin Stuardi

PLEASE PRINT ALL INFORMATION

Home Phone Number: n/a Cell Number: 251-379-9952

Organization (if applicable) Studio08 Event Planning

Mailing Address of Applicant 3671 Hayfield Place #H Mobile, AL 36608

Telephone No. 251-379-9952 E-mail address winstuardi@gmail.com

Location or address of event where amplification will be used:

3671 Hayfield Place #H Mobile, AL 36608

Date of Event: 11/22/25 Starting Time: 7:00 pm Ending Time 11:00 PM

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

Type of Event: Wedding

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Rezoning
of Property Located at 720 Museum Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 10, 2025**, a public hearing will be held on the **15th** day of **July**, 2025, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 720 Museum Drive from R-1, Single-Family Residential 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:

LOT 2, FORT HARDEMAN SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN INSTRUMENT #2021037217 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

ALSO,

A PORTION OF LOT 1, FORT HARDEMAN SUBDIVISION, RECORDED AS INSTRUMENT NO. 2021037217 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, FORT HARDEMAN SUBDIVISION, RECORDED AS INSTRUMENT NO. 2021037217 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 00°-03'-46" EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 58.03 FEET; THENCE RUN NORTH 89°-59'-25" WEST A DISTANCE OF 181.11 FEET TO

THE NORTHWEST LINE OF SAID LOT 1; THENCE RUN NORTH 39°-24'-10" EAST ALONG SAID NORTHWEST LINE A DISTANCE OF 97.09 FEET TO THE NORTHERNMOST CORNER OF SAID LOT 1; THENCE RUN SOUTH 81°-53'-19" EAST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 120.63 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 10,259 SQUARE FEET, MORE OR LESS.

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 the following conditions have been complied with: 1. Completion of the Subdivision process; and 2. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 15th 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 18th 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 **720 Museum Drive**.

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential Suburban District**, to **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 Subdivision process; and 2. Full compliance with all municipal codes and ordinances.

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

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

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:

LOT 2, FORT HARDEMAN SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN INSTRUMENT #2021037217 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

ALSO,

A PORTION OF LOT 1, FORT HARDEMAN SUBDIVISION, RECORDED AS INSTRUMENT NO. 2021037217 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, FORT HARDEMAN SUBDIVISION, RECORDED AS INSTRUMENT NO. 2021037217 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 00°-03'-46" EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 58.03 FEET; THENCE RUN NORTH 89°-59'-25" WEST A DISTANCE OF 181.11 FEET TO THE NORTHWEST LINE OF SAID LOT 1; THENCE RUN NORTH 39°-24'-10" EAST ALONG SAID NORTHWEST LINE A DISTANCE OF 97.09 FEET TO THE NORTHERNMOST CORNER OF SAID LOT 1; THENCE RUN SOUTH 81°-53'-19" EAST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 120.63 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 10,259 SQUARE FEET, MORE OR LESS.

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 the following conditions have been complied with: 1. Completion of the Subdivision process; and 2. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

Philip Burton, Burton Property Group, LLC
720 Museum Drive
Council District 7
Gina Gregory



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

May 29, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on May 15, 2025, considered the request of Philip Burton, Burton Property Group, LLC, for a change in zoning from Single-Family Residential Suburban District (R-1), to Neighborhood Business Suburban District (B-2), located at 720 Museum Drive.

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

1. Completion of the Subdivision process; and
2. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

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 _____ day of _____, 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 _____ day of _____, 20__ in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **720 Museum Drive**.

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential Suburban District**, to **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 Subdivision process; and 2. Full compliance with all municipal codes and ordinances.

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

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:

LOT 2, FORT HARDEMAN SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN INSTRUMENT #2021037217 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

ALSO,

A PORTION OF LOT 1, FORT HARDEMAN SUBDIVISION, RECORDED AS INSTRUMENT NO. 2021037217 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, FORT HARDEMAN SUBDIVISION, RECORDED AS INSTRUMENT NO. 2021037217 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 00°-03'-46" EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 58.03 FEET; THENCE RUN NORTH 89°-59'-25" WEST A DISTANCE OF 181.11 FEET TO THE NORTHWEST LINE OF SAID LOT 1; THENCE RUN NORTH 39°-24'-10" EAST ALONG SAID NORTHWEST LINE A DISTANCE OF 97.09 FEET TO THE NORTHERNMOST CORNER OF SAID LOT 1; THENCE RUN SOUTH 81°-53'-19" EAST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 120.63 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 10,259 SQUARE FEET, MORE OR LESS.

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 the following conditions have been complied with: 1. Completion of the Subdivision process; and 2. Full compliance with all municipal codes and ordinances.

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

adopted:

Lisa Lambert, City Clerk

Philip Burton, Burton Property Group, LLC
720 Museum Drive
Council District 7
Gina Gregory

Misty C. Gray
Staff Attorney
Direct Dial: 251-380-7230
Email: misty@burtonprop.com

May 29, 2025

Via Hand Delivery:

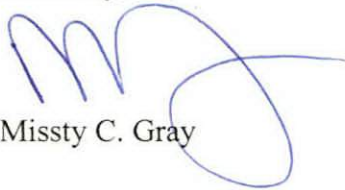
City of Mobile
Planning and Zoning Department
205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

RE: ZON-UDC-003283-2025
Fort Hardman Subdivision, Resubdivision of Lots 1 & 2
720 Museum Drive

Planning and Zoning:

Pursuant to the May 21, 2025, letter received from the City of Mobile Planning Commission (a copy of which is attached hereto), please find enclosed a check in the amount of \$334.78. Said check is for the advertising fee on the above referenced application. Should you need anything else to forward this matter to the City Council for consideration, please do not hesitate to contact me.

Sincerely,



Misty C. Gray

Encls.

PLANNING AND ZONING
29 MAY 2025 PM3:23



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

May 21, 2025

Philip Burton
Burton Property Group
41 West I-65 Service Road North
Suite 310
Mobile, Alabama 36608

Re: 720 Museum Drive
ZON-UDC-003283-2025
Fort Hardman Subdivision, Resubdivision of Lots 1 & 2
Phillip Burton, Burton Property Group, LLC
District 7
Rezoning from Single-Family Residential Suburban District (R-1) to Neighborhood Business suburban District (B-2), within the Neighborhood General sub-district of the village of Spring Hill Overlay.

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

At its meeting on May 15, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **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 adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- C) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- D) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- E) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
- F) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

ZON-UDC-003283-2025 720 Museum Drive
May 21, 2025

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

1. Completion of the Subdivision process; and
2. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$334.78** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

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

PLANNING AND ZONING
29 MAY 2025 PM3:24

MOBILE CITY PLANNING COMMISSION

March 28, 2025

PUBLIC HEARING NOTICE



Re: 720 Museum Drive
ZON-UDC-003283-2025
Phillip Burton, Burton Property Group, LLC
District 7
Rezoning from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2), within the Neighborhood General sub-district of the Village of Spring Hill Overlay.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, April 17, 2025, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, April 16, 2025, to allow adequate time for the Commission members to review the information.

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



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

April 21, 2025

Philip Burton
Burton Property Group, LLC
41 W, I-65 Service Road N.
Suite 310
Mobile, Alabama 36608

Re: 720 Museum Drive
ZON-UDC-003283-2025
Phillip Burton, Burton Property Group, LLC
District 7
Rezoning from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2), within the Neighborhood General sub-district of the Village of Spring Hill Overlay.

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

At its meeting on April 17, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission heldover the request until the May 15th meeting to allow the applicant to submit a two (2)-lot subdivision application to be considered concurrently with the proposed rezoning application.

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

Online Comments received for PC – April 17, 2025

Agenda #06 MOD-003285-2025

Muhammad Shafique, The Islamic Society of Mobile, AL

Sheila White

slmageewhite@aol.com

145 East Dr

2025-04-07 07:27:57

TOO much traffic now without more apts.

Agenda #07 ZON-UDC-003283-2025

Phillip Burton, Burton Property Group, LLC

Ila Cummings

cummings.ila@gmail.com

5527 Richmond Rd

2025-04-01 00:37:08

As a graduate student at the University of South Alabama and a homeowner in this community I am excited to see the area thrive. I fully support high-quality commercial developments like this one which contribute to the growth and long-term success of our community.

Agenda #07 ZON-UDC-003283-2025

Phillip Burton, Burton Property Group, LLC

Cynthia Zipperly

cynthiazipperly@gmail.com

150 Austill Ave

2025-04-08 17:09:56

As a community volunteer fundraiser and event professional I was extremely excited to hear of Mr. Burton's plans for a boutique hotel on Museum Drive. I feel there is definitely a need for this type of business and event space in this area. The Botanical Gardens the Museum the Children's Theatre the Japanese Gardens the Park the Golf Course and the Tennis Center will certainly benefit from guests staying at a lovely hotel nearby. My frustration in the past has been my guests and clients having to stay downtown to enjoy similar accommodations to what Mr. Burton's is proposing. I am heartily in favor of this project and the economic impact it will bring to the Springhill area.

Agenda #07 ZON-UDC-003283-2025
Phillip Burton, Burton Property Group, LLC

Cheryl Quinnelly
cheryl@blackdoorstudio.net
456 N. McGregor Ave
2025-04-09 15:00:06

I own a boutique located at 456 North McGregor which is located directly across the street from the proposed development and I also live in Sheeps Lane. I fully support rezoning the Museum Dr. property to B2 to accommodate a boutique hotel. A boutique hotel will be good for neighborhood. There is very little residential property remaining in that portion of McGregor Ave. and Museum Dr. so the rezoning to B2 makes sense for the area.

Agenda #07 ZON-UDC-003283-2025
Phillip Burton, Burton Property Group, LLC

Jeff Quinnelly
jeff@quinnelly.com
3751 Sheeps Ln
2025-04-09 15:25:42

I am in support of this. A Nice Boutique hotel sounds great for our area.

Agenda #07 ZON-UDC-003283-2025
Phillip Burton, Burton Property Group, LLC

Justine Bixler
jtherlihy@gmail.com
233 Woodhill Dr
2025-04-15 17:42:11

We are in favor of the Neighborhood Commercial zoning. This conforms to the Village plan and surrounding properties. The proposing company is local to the area and invested in the overall betterment and wellbeing of the neighborhood. I have confidence this project will be completed with the utmost diligence and will ultimately add value to the area I live.

Agenda #08 ZON-UDC-003284-2025
Muhammad Shafique, The Islamic Society of Mobile, AL

Sheila White
slmageewhite@aol.com
145 East Dr
2025-04-07 07:24:57

East Dr has too much traffic now!!! The city does not care about this small neighborhood or the problems they allow by having more and more housing with more and more traffic. No one seems to care especially the planning commission.

10677
EB

10687
Wood Light Pole OHP1 !

10010
EL: 116.59
CPT MARK AT COURT

10646
B BALL GOAL Sign

10645
B BALL GOAL Sign

246°W 137.43(R)
8" HDPE 17"W 137.43(A)
EL: 116.1

PARCEL #R022806141002007.000
SPRINGHILL SWIM CLUB INC

Legend:

- Boundary of Rezoning

141002001.001

NE LLC
(13)

MCGREGOR AVENUE
60' PUBLIC ROW

1°E 120.63(A)
9°E 120.63(R)

SANITARY MANHOLE
TOP EL: 167.22
UNABLE TO OPEN

INV: 133.06

12006
EL: 135.26
CPT & MARK

009.00
PLAZA



City of Mobile • Planning & Zoning
Planning Commission Application

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

Fees

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

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

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

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

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

☐ Conditional Use Permits

Checklist A

☒ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☐ Previously approved Planning Approvals or Planned Unit Development

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	Phillip Burton	
Firm:	Burton Property Group, LLC	
Phone:	251-341-5777	
Email:	philip@burtonprop.com	
Address:	41 W. I-65 Service Rd. N, Ste 310, Mobile, AL 36608	

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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:	City of Mobile	Gray Reese (Architect)	Jordan Stringfellow (Civil Eng.)
Firm:		Gray Reese, LLC	Volkert, Inc.
Phone:	251-208-7536	404-243-6002	251-342-1070
Email:	Carleen.stout@cityofmobile.org	grayreese@gmail.com	jordan.stringfellow@volkert.com
Address:	205 Government Plaza, Mobile, AL 36602	10335 Big Canoe Big Canoe, GA 30143	110 Montlimar Dr, Ste 1050 Mobile, AL 36609

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

720 Museum Dr. & a portion of 700 Museum Dr.

4.33 ac. +/- (720) .24 ac. (700)

Property Address

R022806141002009.001 (720) R022806141002009 (700)

Property Area (acres or square feet)

*legal descriptions attached

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 *we have attached the information on the scheduled meeting, but it has not occurred at the time of filing this application the required documentation will be submitted following that meeting.

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

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

Carleen Stout Clark
Owner Signature CITY OF MOBILE

3/17/25
Date

Kenny
Applicant or Agent Signature (if applicable)

3/17/25
Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Kenny
Applicant or Agent Signature

3/17/25
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 B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

- Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
The property is located within the Spring Hill Overlay District. Adjacent properties are zoned R-3, B-1 and B-2. There are no hotels in the immediate area. The proposed project will be designed as a limited service boutique hotel true to the unique character of Spring Hill. The property is currently unoccupied. The proposed development will serve to further the vision of the Blueprint for Spring Hill.

Institutional
Future Land Use Map (FLUM) Designation

B-2
Requested Zoning

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

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

This proposal will fill an unmet need in this community as well as provide for the redevelopment of unoccupied property.

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

All of the surrounding property is R-3 or higher zoned or institutional. It would not be desirable for R1 development to be in the center of the surrounding businesses.

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Revised February 2033

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.

Since the adoption of the Blue Print for Spring Hill, the area has seen development of properties with businesses that serve the surrounding community while also enhancing the unique characteristics of Spring Hill.

2. Describe the surrounding land uses.

The property to the west is occupied by the Spring Hill Swim Club. Property to the south is a City of Mobile fire station. The property to the north is occupied by an engineering firm and the office for a construction company.

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

The completed project is not anticipated to have any adverse impacts on neighboring properties.

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

There is adequate infrastructure in place to accommodate this request.

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 will allow for the redevelopment of property that is currently unoccupied. There are no hotels in the immediate area and this proposal will serve the surrounding community and fill that need.

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

This property is in the Spring Hill Overlay District. The Applicant is seeking a use variance to allow the property to be used for a hotel in a B-2 zone, which is otherwise only allowed in a B-3 or B-4 zone. However, the B-2 zone is a more suitable zone for property in this overlay district. The Applicant will fully design the for the proposed use once the use variance and this rezoning are granted. It is unknown at this time if any additional variances will be needed.

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

- ☐ Dated Photograph(s) of the posted sign(s)
- ☐ The verified address list of surrounding property owners who were notified
- ☐ A sign-in sheet documenting meeting attendance
- ☐ Written summary or minutes of the meeting
- ☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

The meeting is schedule for March 25, 2025 from 5:30 PM to 7:00 PM at Fort Hardeman Armory, 720 Museum Dr. Applicant will submit the documentation required following that meeting.

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

4. Were any modifications made or considered in response to the concerns raised at the meeting?

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Revised February 2023

STATEMENT OF JUSTIFICATION

The rezoning the subject property to a B-2 aligns with the City's Comprehensive Plan. The property is located in the Spring Hill Overlay District and adjacent properties are zoned R-2, B-1 and B-2. The proposed development will serve to further the vision of the Blueprint for Spring Hill. This proposal will allow for the redevelopment of a currently unoccupied property and will fill a need that is currently unmet in this community. Surrounding property is zoned R-3 or higher, the current R-1 zoning would not be desirable based on the surrounding property uses. The completed project is not anticipated to have any adverse impacts on neighboring properties. The development will align with recent development trends in the area and there is adequate infrastructure in place to accommodate the proposed request.

PROPERTY LEGAL DESCRIPTION

Legal Description for 720 Museum Dr.:

Lot 2, Fort Hardeman Subdivision, according to the plat thereof recorded in Instrument #2021037217 of the records in the Office of the Judge of Probate of Mobile County, Alabama.

Legal Description for 700 Museum Dr.:

Approximately .24 acres of Lot 1, Fort Hardeman Subdivision, according to the plat thereof recorded in Instrument #2021037217 of the records in the Office of the Judge of Probate of Mobile County, Alabama.

*If the use variance and this rezoning application are approved the Applicant will re-subdivide the property to create a new legal lot combining the 4.33 acres of 720 Museum Dr. and the .24 acres portion of 700 Museum Dr. Applicant is seeking approval that the entire new lot will have the requested B-2 zone with the allowed use of a hotel (subject to approval of the use variance before the BZA).



Plan Submission Contact Information

Name of Project Museum Drive/ Old Fort Hardeman
Address 720 & a portion of 700 Museum Dr.

Owner City of Mobile
Address 205 Government Plaza, Mobile, AL Zip Code 36602
Phone 251-208-7536 Fax _____ Email carleen.stout@cityofmobile.org

Authorized Agent Philip Burton/Burton Property Group, LLC
Address 41 W. I-65 Service Rd. N, Ste 310, Mobile, AL Zip Code 36608
Phone 251-341-5777 Fax _____ Email philip@burtonprop.com

Contractor N/A
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____

Civil Engineer Jordan Stringfellow/ Volkert, Inc.
Address 1110 Montlimar Dr, Ste 1050, Mobile, AL Zip Code 36609
Phone 251-342-1070 Fax _____ Email jordan.stringfellow@volkert.com

Architect Gray Reese/Gray Reese, LLC
Address 10335 Big Canoe, Big Canoe, GA Zip Code 30143
Phone 404-243-6002 Fax _____ Email grayreese@gmail.com

Submitted by:

Kathy Sherman/Burton

Signature

3/17/2025

Date

Kump Su

Print

Applicant/Burton Property Group, LLC

Affiliation to project/Organization

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

- ☐ Dated Photograph(s) of the posted sign(s)
- ☐ The verified address list of surrounding property owners who were notified
- ☐ A sign-in sheet documenting meeting attendance
- ☐ Written summary or minutes of the meeting
- ☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

The meeting is schedule for March 25, 2025 from 5:30 PM to 7:00 PM at Fort Hardeman Armory, 720 Museum Dr. Applicant will submit the documentation required following that meeting.

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

4. Were any modifications made or considered in response to the concerns raised at the meeting?



City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

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

Date of Submittal: 4/11/2025

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

Neighborhood Meeting Date: 3/25/2025

Neighborhood Meeting Time: 5:30 - 7:00 pm

Neighborhood Meeting Location: 720 Museum Dr. Mobile, AL

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

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

Applicant's Name: Burton Property Group, LLC
(First Name & Last Name)

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

X Philip Burton Date: 4/11/2025

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

ST AUGUSTINE LLC
3901 SPRING HILL AVE
MOBILE, AL 36608

SPRINGHILL SWIM CLUB INC
PO BOX 8212
MOBILE, AL 36608

SHERIDAN STEVEN R
3961 SPRINGHILL AVE
MOBILE, AL 36608

CITY OF MOBILE
OFFICE OF CITY CLERK
205 GOVERNMENT ST
MOBILE, AL 36602

CITY OF MOBILE
PO BOX 1827
MOBILE, AL 36633

QUINNELLY JEFFREY & CHERYL
PO BOX 81449
MOBILE, AL 36689

BOARD OF WATER & SEWER
COMMISSIONERS
PO BOX 180249
MOBILE, AL 36618

SPRINGHILL LLC
PO BOX 6231
MOBILE, AL 36660

BROWN ANGELA WILSON &
JERRY MICHAEL BROWN
3773 SHEIPS LN
MOBILE, AL 36608

BROADUS BATISTE &
DOMINIC J BROADUS
3824 MORDECAI LN
MOBILE, AL 36608

WELLS ANNIE D
2735 BRIARWOOD CIR
MOSS POINT, MS 39563

CRAIG MARY FRANCES
3838 MORDECAI LN
MOBILE, AL 36608

EDWARDS JACQUELINE M
3769 SHEIPS LN
MOBILE, AL 36608

PARKER BYRON HEATH &
ELIZABETH ANNE PARKER
4550 SPRING HILL AVE
MOBILE, AL 36608

HAMADE BASSAM
8196 PINE RUN
SPANISH FORT, AL 36527

EDWARDS ANN N
3828 SPRING HILL AVE
MOBILE, AL 36608

EDWARDS SARA TATE
3828 SPRING HILL AVE
MOBILE, AL 36608

WASHINGTON MARK V
3836 MORDECAI LN
MOBILE, AL 36608

ASF INC
3812 SPRING HILL AVE
MOBILE, AL 36608

PARK CENTER INC
157 N CONCEPTION ST
MOBILE, AL 36603

RENFRO JACQUELINE M &
JAMIE L. MCNEIR
324 CRYSTAL LAKE DR
DESOTO, TX 75115

QUINNELLY JEFFREY & CHERYL
PO BOX 81449
MOBILE, AL 36608

BURTON PROPERTY GROUP
PO BOX 16167
MOBILE, AL 36616

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



Philip G Burton

March 10, 2025

RE: Notice of Neighborhood Meeting

Dear Property Owner:

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

Application - Zoning Change to rezone the property at 720 Museum Drive, Mobile, AL 36608 from Single-Family Residential (R-1) to Neighborhood Business District (B-2).

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

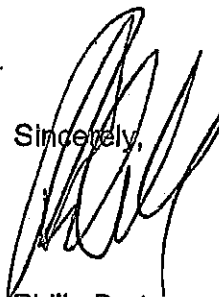
March 25, 2025

5:30 PM to 7:00 PM

**720 Museum Drive
(Fort Hardeman Armory)**

You are receiving this notice because your property is located within 300 feet of **720 Museum Drive, Mobile, AL 36608**, in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application, ask questions, and present your views.

Sincerely,



Philip Burton
info@burtonprop.com

NEIGHBORHOOD MEETING

Date: March 25, 2025

Time: 5:30 pm – 7:00 pm

Location of Neighborhood Meeting: Fort Hardeman Armory,

720 Museum Drive, Mobile, AL

Project Location: 720 Museum Dr., Mobile, AL

Project/Application: Rezoning from R-1 to B-2

Applicant's signature attesting to the accuracy of pages 1 thru 7:

X

Date: 4/1/2025

Please Sign in:

Name: Belinda Metzger Email: belmetzger
Address: 4232 The Cedars Ave Phone: 251-725-4210

Name: Lee Metzger Email: _____
Address: _____ Phone: _____

Name: Margaret & Buddy McLaughlin Email: esmcl@bellsouth.net
Address: 3147 Jettie Ln. Phone: _____

Name: DANIEL REIMER Email: daniel.reimer@gmail.com
Address: 3763 Mordecai Ln Phone: 251-716-6700

Name: Greg Wilhelme Email: gmwilhelme@gmail.com
Address: _____ Phone: _____

Name: EVELYN SYLVESTER Email: _____
Address: 4400 DENSON CT. Phone: _____

Neighborhood Meeting Sign-in Sheet
Date: 3/25/2025
Applicant: Burton Property Group, LLC

Meeting Location: 720 Museum Dr., Mobile, AL
Application: Rezoning R-1 to B-2

Name: GENEVA Gayles
Address: 925 Knowles Ln

Email: Gayles1@comcast.net
Phone: 251 343 9632

Name: Eddie W. Washington
Address: _____

Email: Edeejdw68@yahoo.com
Phone: 251 604-6409

Name: Carol McMurphy
Address: 3755 Nordecai Lane

Email: carolpmcmurphy1@gmail.com
Phone: (251) 421-3057

Name: Ardine Lambert
Address: 4212 Bit + Spur Rd #3

Email: lambertardine@gmail.com
Phone: _____

Name: Allen Hughes
Address: 4300 The Cedars Ave.

Email: allenhughescpa@yahoo.com
Phone: (251) 656-6660

Name: JENNIFER GREHAN
Address: 201 TUTTILL LN

Email: SOUTHWESTVILLE@gmail.com
Phone: (251) 463-9119

Name: Russell Edwards
Address: 3769 Sheeps Lane

Email: russell.edwards@gmail.com
Phone: 703 474 3482

Name: Dr. & Mrs. Don Kidd
Address: 350 Dilston Lane

Email: rkidd331@comcast.net
Phone: (251) 423-7707

Name: MECCA SHERIDAN
Address: 3901 SPRINGHILL

Email: mecarther11@gmail.com
Phone: 251-610-8380

Name: DAVID WILHELM Email: —

Address: 650 TUTHILL LN Phone: 251-454-2383

Name: Sam St. John
Linda St. John Email: linda@logic2us.com

Address: 320 Hazlen St Phone: 201-205-1111

Name: Juan Little Email: ljhlawyer@aol.com
Address: 161 A N. McGregor Phone: 251-533-5405
AV

Name: Susan Mims Email: Susanmims@hotmail.com
Address: 3812 Claridge RAN Phone: 251-455-3397

Name: Steve Gordon Email: Steve.Gordon@verizonenergy.com
Address: 3451 Stem Ave Phone: 251-3794347

Name: Gary Jackson Email: GJACK45819@Verizon.
Address: 3802 Spring Hill Ave Phone: 703-980-0735 ^{net}

Name: Melva Jackson Email: MDJACKSON@Verizon. ^J
Address: 3802 Spring Hill Ave Phone: 703-980-0734

Name: Louise Doggett Email: louisedoggett@gmail
Address: 4403 The Cedars Phone: 251-406-2929

Name: Alonzo Yelling Email: ayelling3@gmail.com
Address: 3828 Moreland Ln Phone: 678-458-8581

Neighborhood Meeting Sign-in Sheet
Date: 3/25/2025
Applicant: Burton Property Group, LLC

Meeting Location: 720 Museum Dr., Mobile, AL
Application: Rezoning R-1 to B-2

Name: Catherine Potter Email: cat60926@gmail.com
Address: 14 Lancaster Rd Phone: _____

Name: Ursula Tucker Email: ursula-r-tucker@yahoo.com
Address: 3765 Shoops Ln Phone: 251 689 2267

Name: Mark Sheridan Email: Sheridanhomebuilders@gmail.com
Address: ~~207 Pigeon St~~
3961 Spruill Ave Phone: (251) 581-3330

Name: Eve Mills Email: evedmills@gmail.com
Address: 4301 Stein Ave Phone: _____

Name: Jennifer Penney Email: _____
Address: 4564 Old Shell Rd Phone: 251 232 1361

Name: ADE BODET Email: cabodet@msn.com
Address: 115 MYRTLEWOOD Phone: _____

Name: JAMES shreve Email: _____
Address: 309 dog wood lane Phone: _____

Name: Lebbie Stephens Email: INFO@adventurespecialties.net
Address: 628 Tutthill Lane Phone: _____
mobile al 36608

Name: K+ David Lange Email: _____
Address: 97 Tutthill Ln Phone: _____

Neighborhood Meeting Sign-in Sheet
Date: 3/25/2025
Applicant: Burton Property Group, LLC

Meeting Location: 720 Museum Dr., Mobile, AL
Application: Rezoning R-1 to B-2

Name: Rosemary Johnson Email: _____

Address: The Cedars Ave 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: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: Kitty York Email: yorkbat@gmail.com
Address: 3707 Mordeca, Lane Phone: (251) 689-1259

Name: Conrad Pierce Email: conradpierce@icloud.com
Address: 429 Tutthill Lane Phone: 251-800-1130

Name: GENIE Blough Email: gblough@bellsouth.net
Address: 373 Tutthill Lane Phone: 251-510-1059

Name: Lynne & Hal Daugherty Email: lfdaugherty@gmail.com
Address: 4408 The Cedars Phone: 251-533-3983

Name: Cara Mia Braswell Email: _____
Address: 4242 Bit & Spur Rd. Phone: _____
House #13 36608

Name: JAY McDONALD Email: J4M@MCDONALDLAGARDE.COM
Address: 4350 THE CEDARS Phone: _____

Name: Gayle Ziemer Email: _____
Address: 9 N Spring Bk Rd Phone: _____

Name: Ben T Lee Email: _____
Address: Fire Station Phone: _____

Name: Kelley Lamberth Email: edwin-kelley@mindspring.com
Address: 374 Tutthill Ln. Phone: 251-515-6355

Neighborhood Meeting Sign-in Sheet
Date: 3/25/2025
Applicant: Burton Property Group, LLC

Meeting Location: 720 Museum Dr., Mobile, AL
Application: Rezoning R-1 to B-2

Name: Adrienne L. Tucker Email: _____
Address: 12 Kingsway Phone: (251) 455-4994

Name: Barbara Lynn Brown Email: _____
Address: 478 Pine Ct Phone: _____

Name: Hunter Quinnelly Email: _____
Address: 78 Hathaway Rd N. Phone: _____

Name: Jeff Quinnelly Email: _____
Address: 3751 Sheeps Ln Phone: _____

Name: Barkley Shreve Email: _____
Address: 118 M. Greenwood Phone: _____

Name: Bernadette Robison Email: _____
Address: 3401 Audubon Sq E Phone: _____

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

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

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

NEIGHBORHOOD MEETING SUMMARY

Meeting date: March 25, 2025

Meeting time: 5:30 p.m. – 7:00 p.m.

Meeting location: 720 Museum Dr., Mobile, AL

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

The Applicant is seeking to have 720 Museum Drive and a portion of 700 Museum Dr. rezoned from R-1 to B-2.

The following information was distributed:

No information was distributed at the meeting. The attached conceptual site plan and conceptual event space layout were on display during the meeting.

Below is a summary of what occurred at the meeting.

Councilwomen Gina Gregory opened the meeting and discussed the process of rezoning property. Then the applicant, Philip Burton with Burton Property Group, LLC, stated that the purpose of the neighborhood meeting was to discuss the rezoning of the property from its current zone of R-1 to the desired zone of B-2. Burton discussed the eventual plan was to construct an eighty-seven room boutique hotel; however, the exact plans for that project would not be complete until the property has been rezoned and proposed use of a hotel has been approved for the property. Burton explained the plans on display were merely conceptual and no plans have been finalized. Burton then opened the floor for questions from those in attendance. Questions and comments from the public included: how many floors were planned; how would a hotel affect traffic in the area; how would parking be handled; and what types of uses were allowed in a B-2 zone. Mr. Burton explained that the proposed hotel would be three to four stories and the development would use the natural grade of the property in the design; all parking would be on site and that traffic is expected to be spread out throughout the day and night. Mr. Burton also explained that all final plans would be subject to compliance with the City's traffic regulations and compliance with the City's Unified Development Code. Mr. Burton explained that there were numerous types of businesses allowed under the B-2 zone, all of which are listed in the City's zoning ordinance. As members of the public came to view the items on display, Mr. Burton talked with individuals and answered any individual questions that members of the public presented.

The Neighborhood Meeting ended at the following time: 7:00 p.m.

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


Philip Burton, Burton Property Group, LLC

Date: 4/1/2025

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

- X Dated Photograph(s) of the posted sign(s)
- X The verified address list of surrounding property owners who were notified
- X A sign-in sheet documenting meeting attendance
- X Written summary or minutes of the meeting
- X Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

March 25, 2025, 5:30 – 7:00 pm, at 720 Museum Dr., Mobile, AL

2. What information was presented at the meeting?

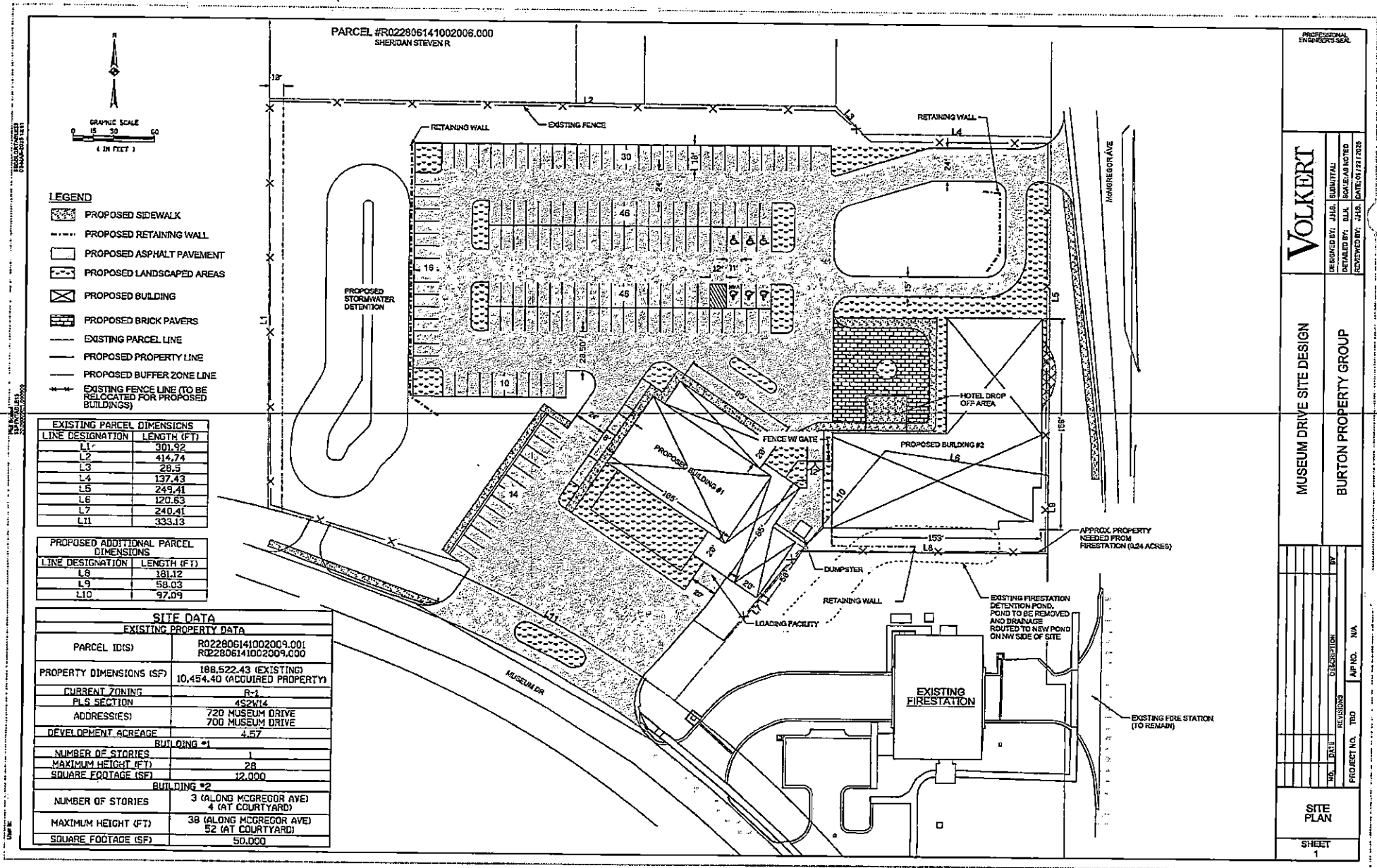
See attached Neighborhood Meeting Summary

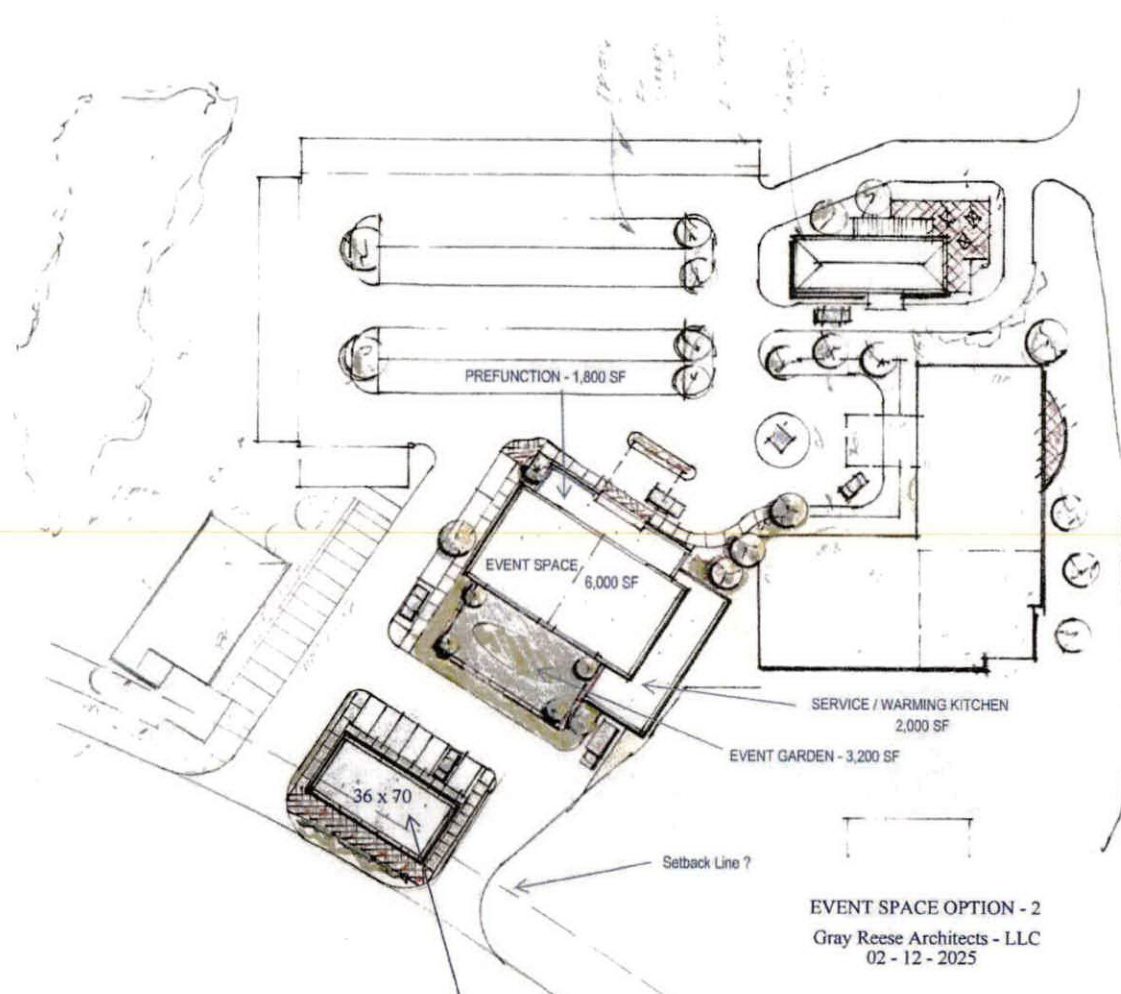
3. What concerns were raised during the meeting?

See attached Neighborhood Meeting Summary

4. Were any modifications made or considered in response to the concerns raised at the meeting?

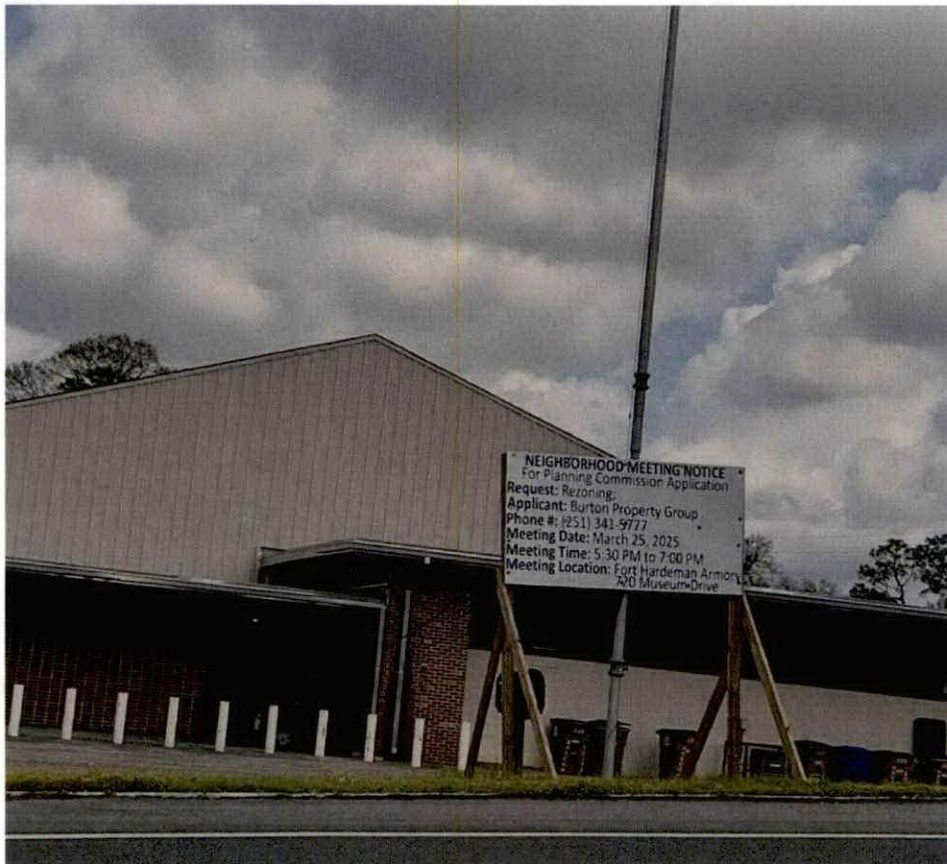
No modifications were necessary.





EVENT SPACE OPTION - 2
Gray Reese Architects - LLC
02 - 12 - 2025

2,500 SF
RETAIL or TWO UNIT TOWNHOUSE or 8 GUESTROOMS (2 Story) or 12 GUESTROOMS (3 Story)



Add a Caption

Thursday • Mar 13, 2025 • 1:11PM

Adjust

IMG_4096

Apple iPhone 13 Pro Max

HEIF

Wide Camera — 26 mm $f1.5$

10 MP • 3670 × 2752 • 1 MB

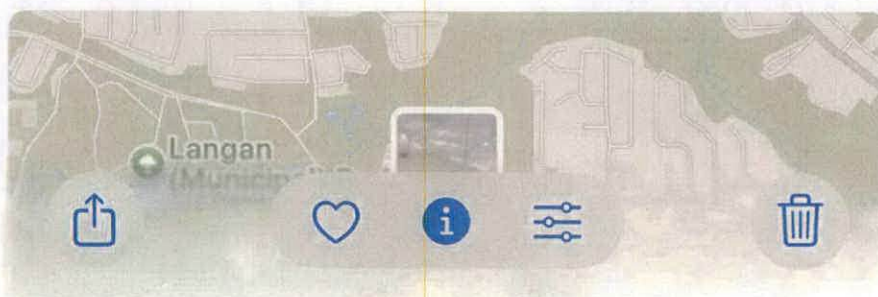
ISO50

60mm

0ev

$f1.5$

1/8000s





Add a Caption

Thursday • Mar 13, 2025 • 1:15 PM

[Adjust](#)

 IMG_4103

Apple iPhone 13 Pro Max

HEIF

Telephoto Camera — 77 mm *f*2.8

12 MP • 3024 × 4032 • 2.4 MB

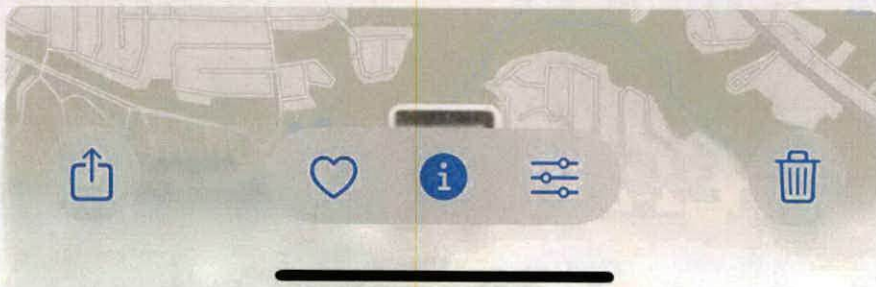
ISO32

179mm

0ev

*f*2.8

1/669s



ST AUGUSTINE LLC
3901 SPRING HILL AVE
MOBILE, AL 36608

CITY OF MOBILE
OFFICE OF CITY CLERK
205 GOVERNMENT ST
MOBILE, AL 36602

BOARD OF WATER & SEWER
COMMISSIONERS
PO BOX 180249
MOBILE, AL 36618

BROADUS BATISTE &
DOMINIC J BROADUS
3824 MORDECAI LN
MOBILE, AL 36608

EDWARDS JACQUELINE M
3769 SHEIPS LN
MOBILE, AL 36608

EDWARDS ANN N
3828 SPRING HILL AVE
MOBILE, AL 36608

ASF INC
3812 SPRING HILL AVE
MOBILE, AL 36608

QUINNELL JEFFREY & CHERYL
PO BOX 81449
MOBILE, AL 36608

SPRINGHILL SWIM CLUB INC
PO BOX 8212
MOBILE, AL 36608

CITY OF MOBILE
PO BOX 1827
MOBILE, AL 36633

SPRINGHILL LLC
PO BOX 6231
MOBILE, AL 36660

WELLS ANNIE D
2735 BRIARWOOD CIR
MOSS POINT, MS 39563

PARKER BYRON HEATH &
ELIZABETH ANNE PARKER
4550 SPRING HILL AVE
MOBILE, AL 36608

EDWARDS SARA TATE
3828 SPRING HILL AVE
MOBILE, AL 36608

PARK CENTER INC
157 N CONCEPTION ST
MOBILE, AL 36603

PHILIP BURTON
BURTON PROPERTY GROUP
PO BOX 16167
MOBILE, AL 36616-0167

SHERIDAN STEVEN R
3961 SPRINGHILL AVE
MOBILE, AL 36608

QUINNELL JEFFREY & CHERYL
PO BOX 81449
MOBILE, AL 36689

BROWN ANGELA WILSON &
JERRY MICHAEL BROWN
3773 SHEIPS LN
MOBILE, AL 36608

CRAIG MARY FRANCES
3838 MORDECAI LN
MOBILE, AL 36608

HAMADE BASSAM
8196 PINE RUN
SPANISH FORT, AL 36527

WASHINGTON MARK V
3836 MORDECAI LN
MOBILE, AL 36608

RENFRO JACQUELINE M &
JAMIE L. MCNEIR
324 CRYSTAL LAKE DR
DESOTO, TX 75115



Agenda Item # 7 ZON-UDC-003283-2025

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

720 Museum Drive

Applicant / Agent:

Phillip Burton, Burton Property Group, LLC

Property Owner:

City of Mobile

Current Zoning:

R-1, Single-Family Residential Suburban District

Proposed Zoning:

B-2, Neighborhood Business Suburban District

Future Land Use:

Neighborhood Center - Traditional

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-1 to B-2
Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Holdover

Report Contents:	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	4
Exhibits	6

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER <u>7</u>	DATE <u>April 17, 2025</u>	 NTS
APPLICANT <u>Phillip Burton, Burton Property Group, LLC</u>		
REQUEST <u>Rezoning from R-1 to B-2</u>		

SITE HISTORY

The site was formerly used by the Alabama National Guard as an armory with the existing large building constructed in the mid to late 1960's. The Armory Commission of Alabama deeded the property to the City in the 2000's and in 2023, the City published a Request For Proposal (RFP) to sell the property.

The site was previously before the Board of Zoning Adjustment at its December 4, 2023 meeting with an application to allow a Planned Development on the subject site. The applicant withdrew the application.

Most recently, the site was granted a Use Variance by the Board of Zoning Adjustment at its April 7, 2025 meeting to allow a hotel to be located on the property. The variance was granted, subject to the following conditions:

- 1) Completion of a 2-lot Subdivision to alter the interior lot lines between the subject site and the fire station;
- 2) Completion of rezoning the site from R-1 to B-2;
- 3) Either revision of the site plan to fully comply with the Spring Hill Overlay requirements, or submittal of a site variance to address the non-conforming aspects; and
- 4) Full compliance with all municipal codes and ordinances.

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:

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-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

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

It should be noted that the applicant is proposing to obtain a portion of the adjacent property to the Southeast, currently occupied by a fire station. As such, if approved, a 2-lot Subdivision application will be required in order to shift the interior property line.

The site abuts property to the West that is currently zoned R-3 and used as a swim club. Adjacent to the North is a vacant B-1 property, B-1 and B-2 property developed commercially, and a vacant R-1 property owned by the City of Mobile. To the South, adjacent to the site, is an existing fire station zoned R-1, and to the South, across Museum Drive, is the Ornamental Horticulture Research Center. Properties to the East, across McGregor Avenue North are zoned R-1 and are either vacant or being developed commercially under the Spring Hill Overlay.

The site plan submitted with the rezoning application does not depict the proposed re-development of the site. It should be noted that due to the fact the property is going to be completely redeveloped, it will be required to come into full compliance with the Unified Development Code (UDC) regulations regarding the Spring Hill Overlay.

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:

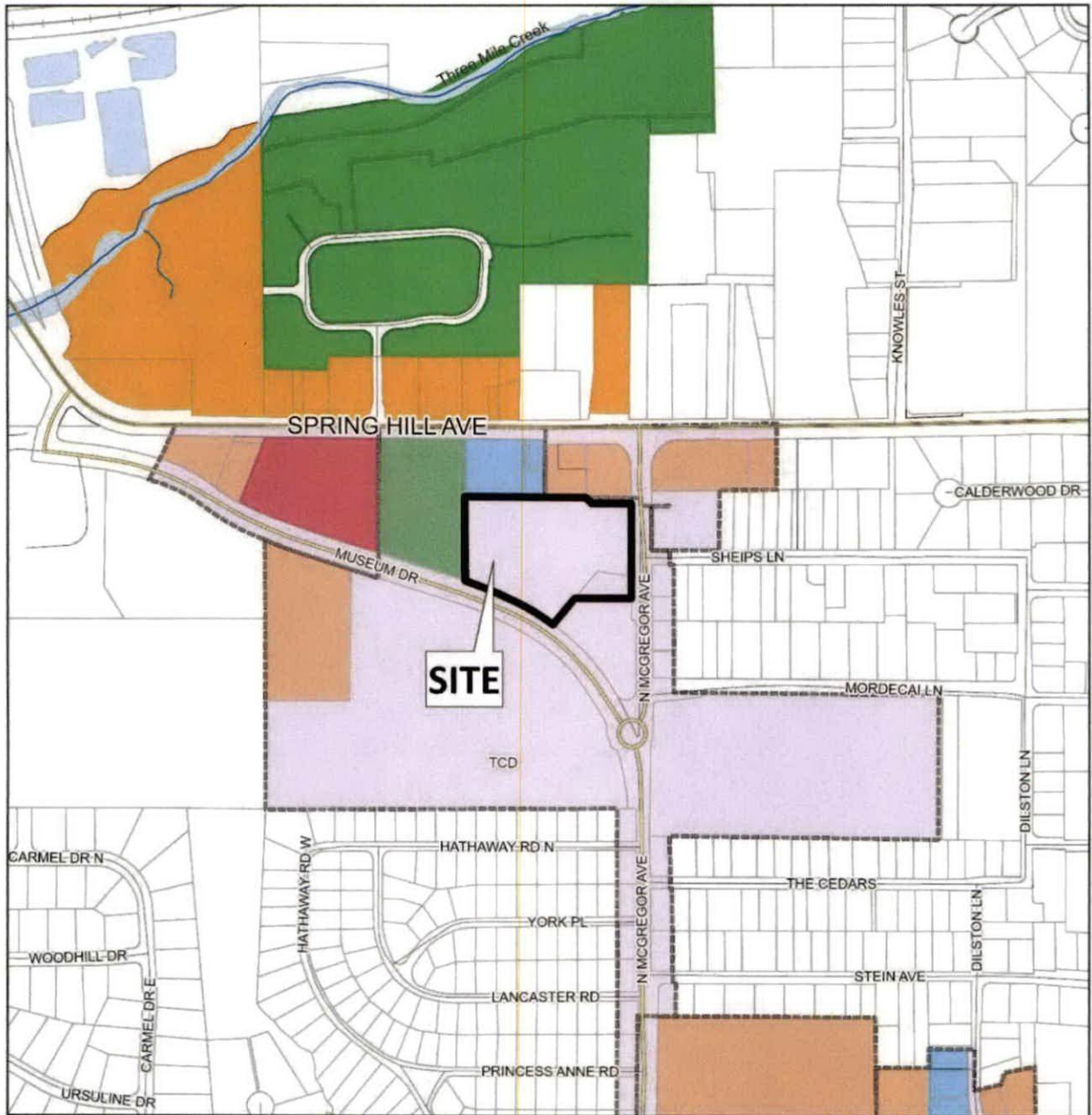
- A. Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- B. Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- C. Compatibility. Whether the proposed amendment is compatible with:
 - The current development trends, if any, 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;
- 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:

The Planning Commission should consider a holdover of the request until the May 15th meeting, to allow the applicant to submit a two (2) lot Subdivision application to be heard concurrently with the proposed rezoning application.

LOCATOR ZONING MAP



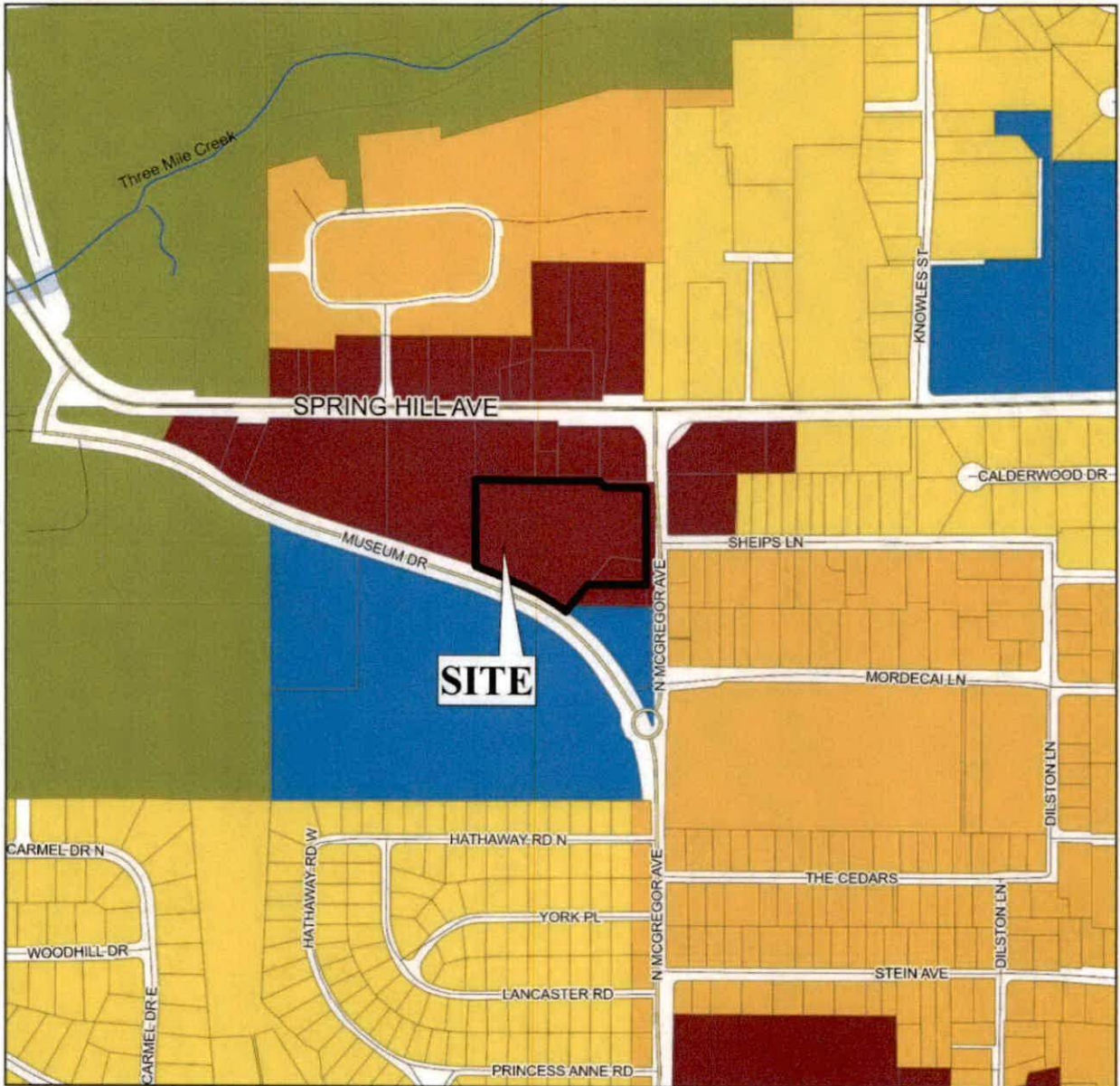
APPLICATION NUMBER 7 DATE April 17, 2025

APPLICANT Phillip Burton, Burton Property Group, LLC

REQUEST Rezoning from R-1 to B-2



FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE April 17, 2025

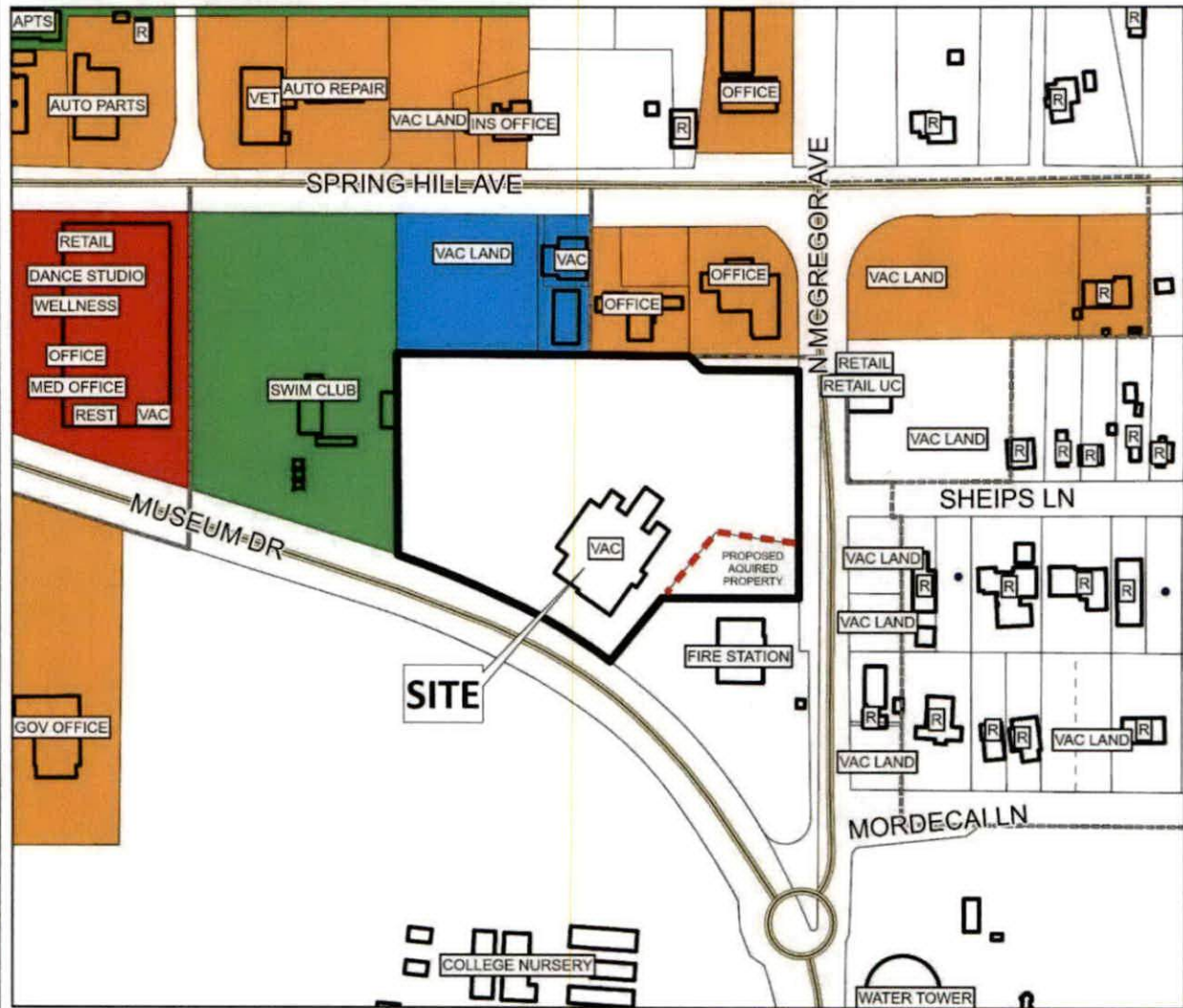
APPLICANT Phillip Burton, Burton Property Group, LLC

REQUEST Rezoning from R-1 to B-2

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



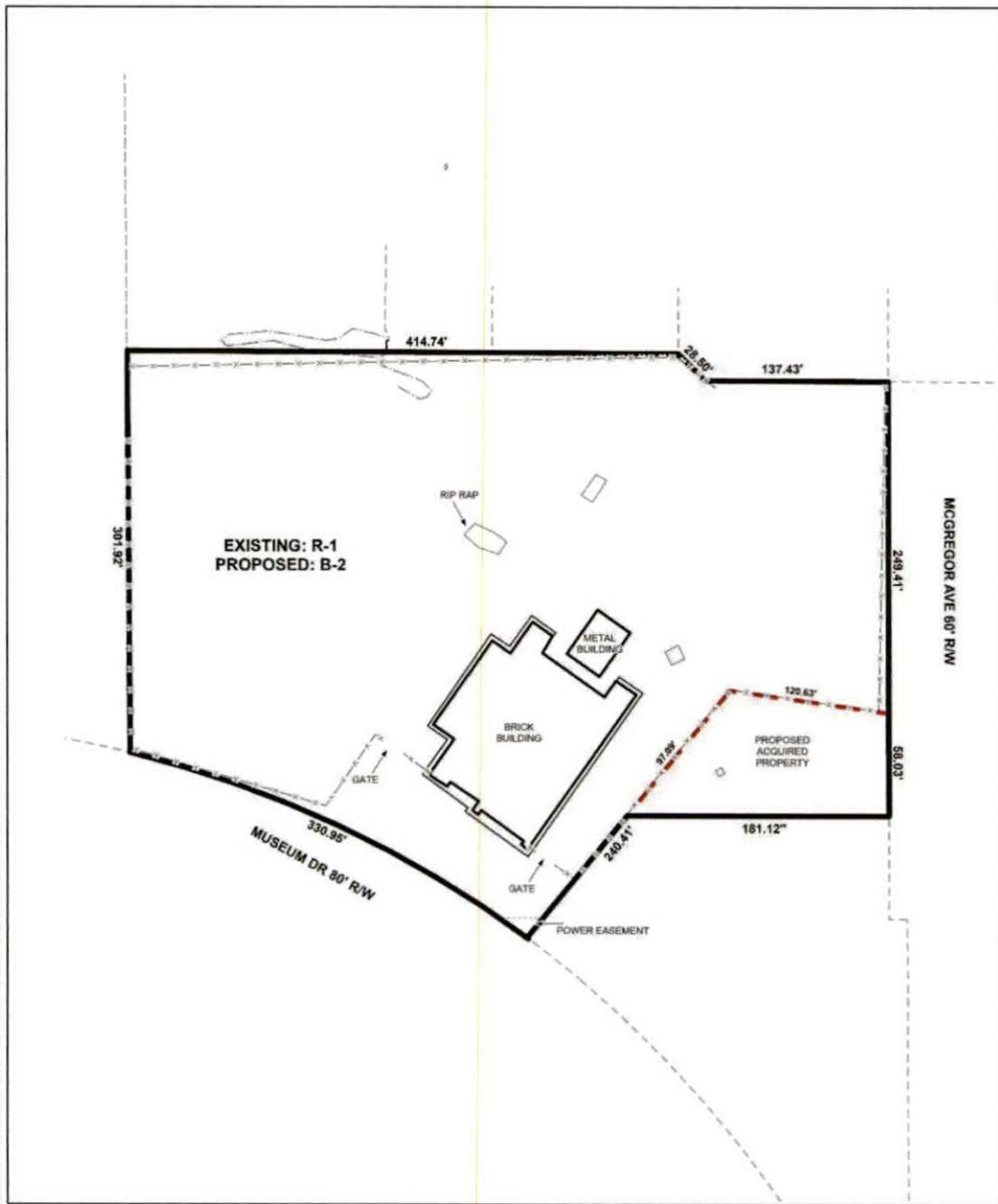
PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER <u>7</u> DATE <u>April 17, 2025</u>		 NTS																																							
APPLICANT <u>Phillip Burton, Burton Property Group, LLC</u>																																									
REQUEST <u>Rezoning from R-1 to B-2</u>																																									
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MH	PD	SD	T-4																																						
I-1	MUN	SD-WH	T-5.1																																						
T-5.2	T-6																																								

SITE PLAN



The site plan illustrates the existing buildings, fencing, and proposed property to be acquired.

APPLICATION NUMBER	7	DATE	April 17, 2025
APPLICANT	Phillip Burton, Burton Property Group, LLC		
REQUEST	Rezoning from R-1 to B-2		

N
NTS

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)

NEIGHBORHOOD CENTER (NC)

This land use designation applies to smaller hubs of mixed commercial, community, and recreational activity that cater to adjacent residential areas. Many of these centers exist today in some form. Therefore, the following common principles apply not just to the future development of new centers, but also to the redevelopment (wholesale or incremental) of existing centers.

General Principles for Neighborhood Centers:

- › NC should support a limited amount of commercial employment
 - › NC should incorporate some residential use, which may vary in type from detached single family, townhouse, accessory and live-work units in mixed use and low-rise multifamily structures.
 - › The residential density in NC designations –ranging from 4 to 10 du/ac— must be compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
 - › The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments.
- › The NC nodes should be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

While the above-listed principles are common to all NC districts, the design attributes of neighborhood centers generally vary depending on whether a center is in a more “traditional” or more “suburban” context.

Additional Attributes of Neighborhood Centers:

- › **NC in traditional contexts:** These tend to be in those areas east of the Beltline and correspond to MxDR neighborhoods. In these NCs, buildings should orient to the street, with on-site parking typically pushed to the back of the site. The design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.
- › **NC in suburban contexts:** These generally are located among the LDR land use designations in the areas west of the Beltline. Where they exist, these centers currently have a more pronounced vehicular orientation. Therefore, the emphasis is on retrofitting to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.) and to increase the mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).

From: [Flores, Ashley](#)
To: [Gauthier, Lana](#)
Cc: [Gregory, Gina](#)
Subject: Ms. Senior Mobile - Darlene Chavers
Date: Wednesday, July 9, 2025 11:20:52 AM

Good morning,

Can we add Ms. Darlene Chavers, the reigning Ms. Senior Mobile, to next week's agenda? She would like to come introduce herself to the Council.

Should she sign up through the communications and petitions form?

Ashley Danielle Flores, MA

Director of Council Communications
& Community Engagement
Office: 251-208-7418
Cell: 251-401-0739
City of Mobile
P.O. Box 1827
Mobile, AL 36633



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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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 15, 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:

Lana Gauthier

Lana Gauthier

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
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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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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
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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
	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
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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.			33225.00
	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	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.			8.10
	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 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
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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
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 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 6
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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 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			10.34
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. 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			31000.00

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 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			

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
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. Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY			295.95

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
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

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
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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 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 15, 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:

Lana Gauthier

Lana Gauthier

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	<u>(149290) NORTH AMERICAN FIRE EQUIPMENT CO INC</u>

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
--	--	--------

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
---	--

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	600.00	106.00000	63600.00
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	EACH		
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
---	---

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.		
EMERGENCY MEDICAL SVCS EXP	31800.00	367126.22
OPERATING SUPPLIES		
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 15, 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:

Lana Gauthier

Lana Gauthier

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	Requisition 00026831-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2018.2070.0000.0000.42070.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	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

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Date Ordered	Vendor Number
07/02/25	298841
Date Required	Ship Via
Terms	Department
	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 00026832-00 FY 2025 Acct No: 1000.40.20.2070.2018.2070.0000.0000.42070. Review: Buyer: Status: Released	Page 1
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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.		

**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. <u>CONE OF SILENCE</u>. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during 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 15, 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:

Lana Gauthier

Lana Gauthier

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	Requisition 00026422-00 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 1
=====	=====

Vendor
STRYKER SALES CORPORATION
3800 E CENTRE AVE

PORTAGE, MI 49002

Tel#800-787-9537
Fax 269-216-4702

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	Vendor	Date	Ship		
Ordered	Number	Required	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
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY

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 15, 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:

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 \$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 15, 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:

Lana Gauthier

Lana Gauthier

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
known as John G. Walton Construction Company, Inc.)

DISTRICT#: 1

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

[Signature]
City Engineer

APPROVED BY:

ACCEPTED BY:

[Signature]
Contractor

ATTEST:

[Signature]
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 Stegato

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



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

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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
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.

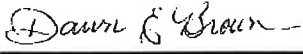
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

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 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



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 E-MAIL: Kelli.smith@cadenceinsurance.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Co INSURER B: AlaComp INSURER C: Berkley National Insurance Company INSURER D: Midwest Employers Casualty Company INSURER E: INSURER F:	FAX (A/C, No): 251-470-1050 NAIC # 16535 18864 38911 23612
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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 Catastrophe 500,000 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

City of Mobile P.O. Box 1827 Mobile AL 36633	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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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

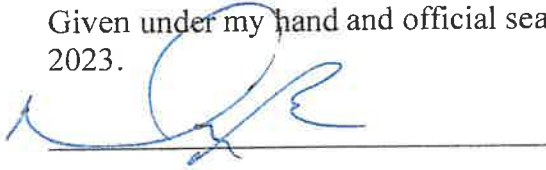
Corporate Seal

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.

		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.):			
INSURED		E-MAIL ADDRESS:					
		INSURER(S) AFFORDING COVERAGE		NAIC #			
		INSURER A:					
		INSURER B:					
		INSURER C:					
		INSURER D:					
		INSURER E:					
		INSURER F:					
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
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						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMPI/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS \$ LIAB ☐ OCCUR						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						(PER STATUTE) ☐ OTH-ER ☐
	ANY PROPRIETOR, PARTNER, EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
Project Name: Project Number: 20xx-3005-xx							
City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).							
CERTIFICATE HOLDER				CANCELLATION			
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE			

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ACORD 25 (2016/03)

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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: Archaque.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: Archaquekidd@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.com

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 Date: _____
8 / 9 / 2023 Description US-45 Streetscape Improvement
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.
☒	☐	CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
☒	☐	SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
☒	☐	FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
☒	☐	GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
☒	☐	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
☒	☐	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

☒	☒	INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
☒	☒	WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
☒	☒	COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.
Please indicate additional efforts you have taken to recruit and engage DBEs. _____

CITY OF MOBILE

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

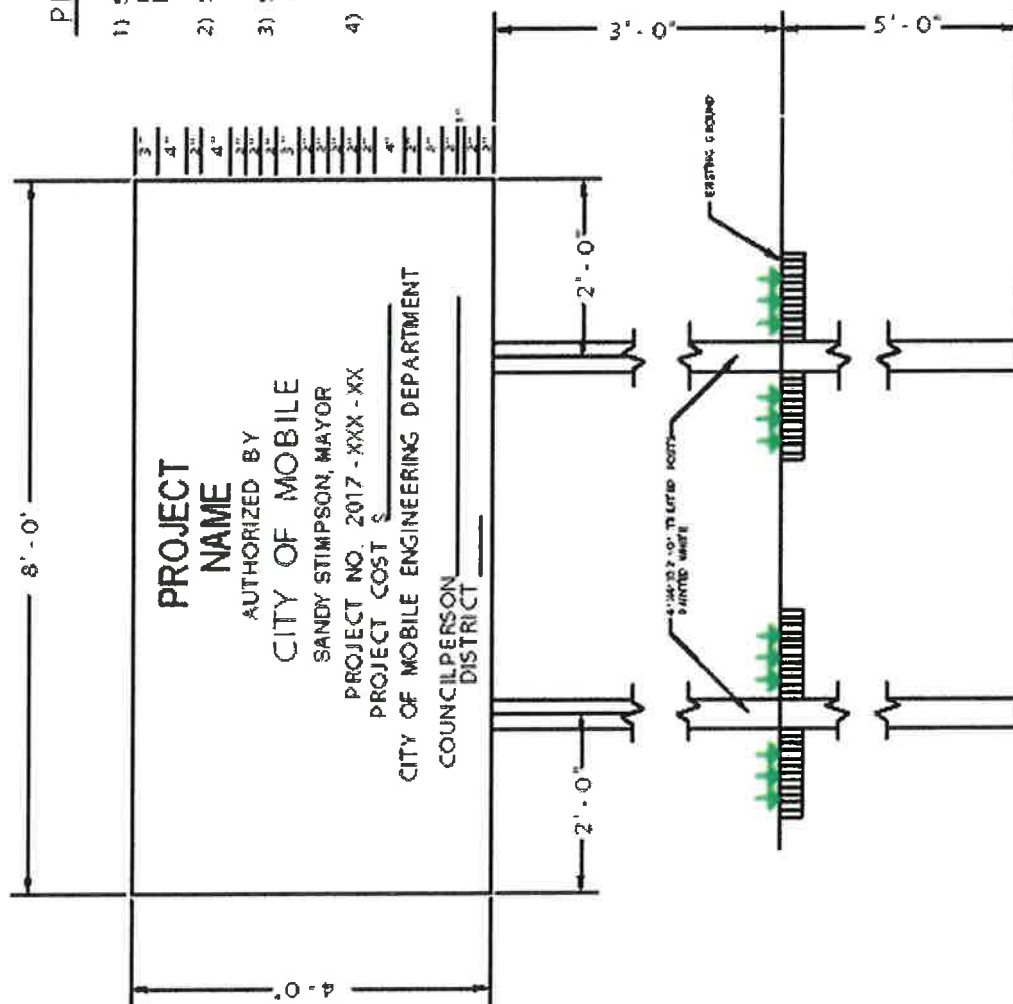
The Contractor shall execute the following requirements as follows:

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



PROJECT SIGN DETAIL

- 1) Sign shall be constructed of 3/4" exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel.
- 2) Sign to be placed at location directed by the Engineer
- 3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site.
- 4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign

Note: This detail is provided as an example only. Text will be project specific.

ATTACHMENT “F”

**GEOTECHNICAL REPORTS
AND/OR MIX DESIGNS**

ATTACHMENT “G”
TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.
2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.
3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.
4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.
2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.
3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.
5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.
6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.
7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.
8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

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**

County Mobile

Route Number **AL-17/US-45**

Milepost 2.31 to 3.09

Bonding Agency _____ Bond Number _____

Associated Permits and/or Documents **Project plans**

FOR OFFICIAL USE ONLY

DATE RECEIVED FROM APPLICANT: ___/___/___

PERMIT NUMBER: _____

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



LICENSE NO: 20293

TYPE: RENEWAL

BID LIMIT: UNLIMITED

AMOUNT: UNLIMITED

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

CHAIRMAN

196711



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 15, 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:

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, 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

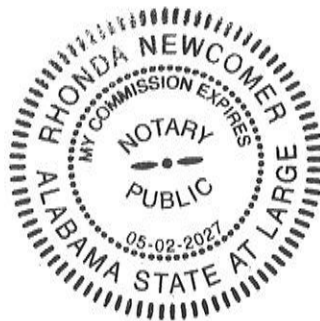
By: _____
Jason Robertson
Sole Member

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)

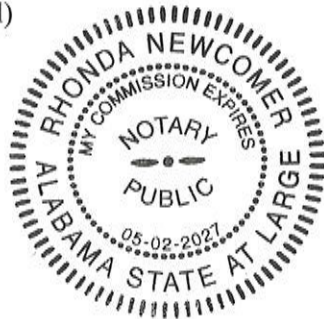


Exhibit "A"
Property Description

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 301 of 1064

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: _____

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

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Rezoning
of Property Located at 720 Museum Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 10, 2025**, a public hearing will be held on the **15th** day of **July**, 2025, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 720 Museum Drive from R-1, Single-Family Residential 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:

LOT 2, FORT HARDEMAN SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN INSTRUMENT #2021037217 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

ALSO,

A PORTION OF LOT 1, FORT HARDEMAN SUBDIVISION, RECORDED AS INSTRUMENT NO. 2021037217 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, FORT HARDEMAN SUBDIVISION, RECORDED AS INSTRUMENT NO. 2021037217 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 00°-03'-46" EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 58.03 FEET; THENCE RUN NORTH 89°-59'-25" WEST A DISTANCE OF 181.11 FEET TO

THE NORTHWEST LINE OF SAID LOT 1; THENCE RUN NORTH 39°-24'-10" EAST ALONG SAID NORTHWEST LINE A DISTANCE OF 97.09 FEET TO THE NORTHERNMOST CORNER OF SAID LOT 1; THENCE RUN SOUTH 81°-53'-19" EAST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 120.63 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 10,259 SQUARE FEET, MORE OR LESS.

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 the following conditions have been complied with: 1. Completion of the Subdivision process; and 2. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 15th 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 18th 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 **720 Museum Drive**.

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential Suburban District**, to **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 Subdivision process; and 2. Full compliance with all municipal codes and ordinances.

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

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

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:

LOT 2, FORT HARDEMAN SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN INSTRUMENT #2021037217 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

ALSO,

A PORTION OF LOT 1, FORT HARDEMAN SUBDIVISION, RECORDED AS INSTRUMENT NO. 2021037217 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, FORT HARDEMAN SUBDIVISION, RECORDED AS INSTRUMENT NO. 2021037217 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 00°-03'-46" EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 58.03 FEET; THENCE RUN NORTH 89°-59'-25" WEST A DISTANCE OF 181.11 FEET TO THE NORTHWEST LINE OF SAID LOT 1; THENCE RUN NORTH 39°-24'-10" EAST ALONG SAID NORTHWEST LINE A DISTANCE OF 97.09 FEET TO THE NORTHERNMOST CORNER OF SAID LOT 1; THENCE RUN SOUTH 81°-53'-19" EAST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 120.63 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 10,259 SQUARE FEET, MORE OR LESS.

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 the following conditions have been complied with: 1. Completion of the Subdivision process; and 2. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

Philip Burton, Burton Property Group, LLC
720 Museum Drive
Council District 7
Gina Gregory



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

May 29, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on May 15, 2025, considered the request of Philip Burton, Burton Property Group, LLC, for a change in zoning from Single-Family Residential Suburban District (R-1), to Neighborhood Business Suburban District (B-2), located at 720 Museum Drive.

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

1. Completion of the Subdivision process; and
2. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

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 _____ day of _____, 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 _____ day of _____, 20__ in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **720 Museum Drive**.

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential Suburban District**, to **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 Subdivision process; and 2. Full compliance with all municipal codes and ordinances.

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

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:

LOT 2, FORT HARDEMAN SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN INSTRUMENT #2021037217 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

ALSO,

A PORTION OF LOT 1, FORT HARDEMAN SUBDIVISION, RECORDED AS INSTRUMENT NO. 2021037217 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, FORT HARDEMAN SUBDIVISION, RECORDED AS INSTRUMENT NO. 2021037217 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 00°-03'-46" EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 58.03 FEET; THENCE RUN NORTH 89°-59'-25" WEST A DISTANCE OF 181.11 FEET TO THE NORTHWEST LINE OF SAID LOT 1; THENCE RUN NORTH 39°-24'-10" EAST ALONG SAID NORTHWEST LINE A DISTANCE OF 97.09 FEET TO THE NORTHERNMOST CORNER OF SAID LOT 1; THENCE RUN SOUTH 81°-53'-19" EAST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 120.63 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 10,259 SQUARE FEET, MORE OR LESS.

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 the following conditions have been complied with: 1. Completion of the Subdivision process; and 2. Full compliance with all municipal codes and ordinances.

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

adopted:

Lisa Lambert, City Clerk

Philip Burton, Burton Property Group, LLC
720 Museum Drive
Council District 7
Gina Gregory

Misty C. Gray
Staff Attorney
Direct Dial: 251-380-7230
Email: misty@burtonprop.com

May 29, 2025

Via Hand Delivery:

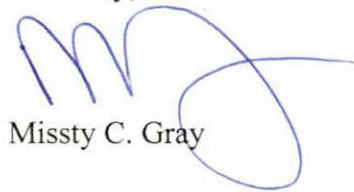
City of Mobile
Planning and Zoning Department
205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

RE: ZON-UDC-003283-2025
Fort Hardman Subdivision, Resubdivision of Lots 1 & 2
720 Museum Drive

Planning and Zoning:

Pursuant to the May 21, 2025, letter received from the City of Mobile Planning Commission (a copy of which is attached hereto), please find enclosed a check in the amount of \$334.78. Said check is for the advertising fee on the above referenced application. Should you need anything else to forward this matter to the City Council for consideration, please do not hesitate to contact me.

Sincerely,



Misty C. Gray

Encls.

PLANNING AND ZONING
29 MAY 2025 PM3:23



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

May 21, 2025

Philip Burton
Burton Property Group
41 West I-65 Service Road North
Suite 310
Mobile, Alabama 36608

Re: 720 Museum Drive
ZON-UDC-003283-2025
Fort Hardman Subdivision, Resubdivision of Lots 1 & 2
Phillip Burton, Burton Property Group, LLC
District 7
Rezoning from Single-Family Residential Suburban District (R-1) to Neighborhood Business suburban District (B-2), within the Neighborhood General sub-district of the village of Spring Hill Overlay.

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

At its meeting on May 15, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **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 adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- C) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- D) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- E) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
- F) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

ZON-UDC-003283-2025 720 Museum Drive
May 21, 2025

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

1. Completion of the Subdivision process; and
2. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$334.78** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

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

PLANNING AND ZONING
29 MAY 2025 PM3:24

MOBILE CITY PLANNING COMMISSION

March 28, 2025

PUBLIC HEARING NOTICE



Re: 720 Museum Drive
ZON-UDC-003283-2025
Phillip Burton, Burton Property Group, LLC
District 7
Rezoning from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2), within the Neighborhood General sub-district of the Village of Spring Hill Overlay.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, April 17, 2025, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, April 16, 2025, to allow adequate time for the Commission members to review the information.

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



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

April 21, 2025

Philip Burton
Burton Property Group, LLC
41 W, I-65 Service Road N.
Suite 310
Mobile, Alabama 36608

Re: 720 Museum Drive
ZON-UDC-003283-2025
Phillip Burton, Burton Property Group, LLC
District 7
Rezoning from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2), within the Neighborhood General sub-district of the Village of Spring Hill Overlay.

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

At its meeting on April 17, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission heldover the request until the May 15th meeting to allow the applicant to submit a two (2)-lot subdivision application to be considered concurrently with the proposed rezoning application.

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

Online Comments received for PC – April 17, 2025

Agenda #06 MOD-003285-2025

Muhammad Shafique, The Islamic Society of Mobile, AL

Sheila White

slmageewhite@aol.com

145 East Dr

2025-04-07 07:27:57

TOO much traffic now without more apts.

Agenda #07 ZON-UDC-003283-2025

Phillip Burton, Burton Property Group, LLC

Ila Cummings

cummings.ila@gmail.com

5527 Richmond Rd

2025-04-01 00:37:08

As a graduate student at the University of South Alabama and a homeowner in this community I am excited to see the area thrive. I fully support high-quality commercial developments like this one which contribute to the growth and long-term success of our community.

Agenda #07 ZON-UDC-003283-2025

Phillip Burton, Burton Property Group, LLC

Cynthia Zipperly

cynthiazipperly@gmail.com

150 Austill Ave

2025-04-08 17:09:56

As a community volunteer fundraiser and event professional I was extremely excited to hear of Mr. Burton's plans for a boutique hotel on Museum Drive. I feel there is definitely a need for this type of business and event space in this area. The Botanical Gardens the Museum the Children's Theatre the Japanese Gardens the Park the Golf Course and the Tennis Center will certainly benefit from guests staying at a lovely hotel nearby. My frustration in the past has been my guests and clients having to stay downtown to enjoy similar accommodations to what Mr. Burton's is proposing. I am heartily in favor of this project and the economic impact it will bring to the Springhill area.

Agenda #07 ZON-UDC-003283-2025
Phillip Burton, Burton Property Group, LLC

Cheryl Quinnelly
cheryl@blackdoorstudio.net
456 N. McGregor Ave
2025-04-09 15:00:06

I own a boutique located at 456 North McGregor which is located directly across the street from the proposed development and I also live in Sheeps Lane. I fully support rezoning the Museum Dr. property to B2 to accommodate a boutique hotel. A boutique hotel will be good for neighborhood. There is very little residential property remaining in that portion of McGregor Ave. and Museum Dr. so the rezoning to B2 makes sense for the area.

Agenda #07 ZON-UDC-003283-2025
Phillip Burton, Burton Property Group, LLC

Jeff Quinnelly
jeff@quinnelly.com
3751 Sheeps Ln
2025-04-09 15:25:42

I am in support of this. A Nice Boutique hotel sounds great for our area.

Agenda #07 ZON-UDC-003283-2025
Phillip Burton, Burton Property Group, LLC

Justine Bixler
jtherlihy@gmail.com
233 Woodhill Dr
2025-04-15 17:42:11

We are in favor of the Neighborhood Commercial zoning. This conforms to the Village plan and surrounding properties. The proposing company is local to the area and invested in the overall betterment and wellbeing of the neighborhood. I have confidence this project will be completed with the utmost diligence and will ultimately add value to the area I live.

Agenda #08 ZON-UDC-003284-2025
Muhammad Shafique, The Islamic Society of Mobile, AL

Sheila White
slmageewhite@aol.com
145 East Dr
2025-04-07 07:24:57

East Dr has too much traffic now!!! The city does not care about this small neighborhood or the problems they allow by having more and more housing with more and more traffic. No one seems to care especially the planning commission.

Page 331 of 1064



City of Mobile • Planning & Zoning
Planning Commission Application

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

Fees

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

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

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

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

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

- | | |
|---|---|
| ☐ Conditional Use Permits
Checklist A | ☒ Rezoning, Text Amendment, or Specific Area Plan Amendments
Checklist B |
| ☐ Planned Development
Checklist C | ☐ Previously approved Planning Approvals or Planned Unit Development
Checklist D |

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

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

	Applicant	Agent (If Applicable)
Name:	Phillip Burton	
Firm:	Burton Property Group, LLC	
Phone:	251-341-5777	
Email:	philip@burtonprop.com	
Address:	41 W. I-65 Service Rd. N, Ste 310, Mobile, AL 36608	

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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:	City of Mobile	Gray Reese (Architect)	Jordan Stringfellow (Civil Eng.)
Firm:		Gray Reese, LLC	Volkert, Inc.
Phone:	251-208-7536	404-243-6002	251-342-1070
Email:	Carleen.stout@cityofmobile.org	grayreese@gmail.com	jordan.stringfellow@volkert.com
Address:	205 Government Plaza, Mobile, AL 36602	10335 Big Canoe Big Canoe, GA 30143	110 Montlimar Dr, Ste 1050 Mobile, AL 36609

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

720 Museum Dr. & a portion of 700 Museum Dr.

4.33 ac. +/- (720) .24 ac. (700)

Property Address

R022806141002009.001 (720) R022806141002009 (700)

Property Area (acres or square feet)

*legal descriptions attached

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 *we have attached the information on the scheduled meeting, but it has not occurred at the time of filing this application the required documentation will be submitted following that meeting.

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

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

Carleen Stout Clark
Owner Signature CITY OF MOBILE

3/17/25
Date

Kenny
Applicant or Agent Signature (if applicable)

3/17/25
Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Kenny
Applicant or Agent Signature

3/17/25
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 B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

- Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
The property is located within the Spring Hill Overlay District. Adjacent properties are zoned R-3, B-1 and B-2. There are no hotels in the immediate area. The proposed project will be designed as a limited service boutique hotel true to the unique character of Spring Hill. The property is currently unoccupied. The proposed development will serve to further the vision of the Blueprint for Spring Hill.

Institutional
Future Land Use Map (FLUM) Designation

B-2
Requested Zoning

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

- Describe how this proposal promotes the community's health, safety, and welfare.
This proposal will fill an unmet need in this community as well as provide for the redevelopment of unoccupied property.

- Describe what changed or changing conditions in the area make an amendment necessary and desirable.
All of the surrounding property is R-3 or higher zoned or institutional. It would not be desirable for R1 development to be in the center of the surrounding businesses.

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Revised February 2033

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.

Since the adoption of the Blue Print for Spring Hill, the area has seen development of properties with businesses that serve the surrounding community while also enhancing the unique characteristics of Spring Hill.

2. Describe the surrounding land uses.

The property to the west is occupied by the Spring Hill Swim Club. Property to the south is a City of Mobile fire station. The property to the north is occupied by an engineering firm and the office for a construction company.

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

The completed project is not anticipated to have any adverse impacts on neighboring properties.

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

There is adequate infrastructure in place to accommodate this request.

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 will allow for the redevelopment of property that is currently unoccupied. There are no hotels in the immediate area and this proposal will serve the surrounding community and fill that need.

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

This property is in the Spring Hill Overlay District. The Applicant is seeking a use variance to allow the property to be used for a hotel in a B-2 zone, which is otherwise only allowed in a B-3 or B-4 zone. However, the B-2 zone is a more suitable zone for property in this overlay district. The Applicant will fully design the for the proposed use once the use variance and this rezoning are granted. It is unknown at this time if any additional variances will be needed.

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

- ☐ Dated Photograph(s) of the posted sign(s)
- ☐ The verified address list of surrounding property owners who were notified
- ☐ A sign-in sheet documenting meeting attendance
- ☐ Written summary or minutes of the meeting
- ☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

The meeting is schedule for March 25, 2025 from 5:30 PM to 7:00 PM at Fort Hardeman Armory, 720 Museum Dr. Applicant will submit the documentation required following that meeting.

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

4. Were any modifications made or considered in response to the concerns raised at the meeting?

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

Revised February 2023

STATEMENT OF JUSTIFICATION

The rezoning the subject property to a B-2 aligns with the City's Comprehensive Plan. The property is located in the Spring Hill Overlay District and adjacent properties are zoned R-2, B-1 and B-2. The proposed development will serve to further the vision of the Blueprint for Spring Hill. This proposal will allow for the redevelopment of a currently unoccupied property and will fill a need that is currently unmet in this community. Surrounding property is zoned R-3 or higher, the current R-1 zoning would not be desirable based on the surrounding property uses. The completed project is not anticipated to have any adverse impacts on neighboring properties. The development will align with recent development trends in the area and there is adequate infrastructure in place to accommodate the proposed request.

PROPERTY LEGAL DESCRIPTION

Legal Description for 720 Museum Dr.:

Lot 2, Fort Hardeman Subdivision, according to the plat thereof recorded in Instrument #2021037217 of the records in the Office of the Judge of Probate of Mobile County, Alabama.

Legal Description for 700 Museum Dr.:

Approximately .24 acres of Lot 1, Fort Hardeman Subdivision, according to the plat thereof recorded in Instrument #2021037217 of the records in the Office of the Judge of Probate of Mobile County, Alabama.

*If the use variance and this rezoning application are approved the Applicant will re-subdivide the property to create a new legal lot combining the 4.33 acres of 720 Museum Dr. and the .24 acres portion of 700 Museum Dr. Applicant is seeking approval that the entire new lot will have the requested B-2 zone with the allowed use of a hotel (subject to approval of the use variance before the BZA).



Plan Submission Contact Information

Name of Project Museum Drive/ Old Fort Hardeman
Address 720 & a portion of 700 Museum Dr.

Owner City of Mobile
Address 205 Government Plaza, Mobile, AL Zip Code 36602
Phone 251-208-7536 Fax _____ Email carleen.stout@cityofmobile.org

Authorized Agent Philip Burton/Burton Property Group, LLC
Address 41 W. I-65 Service Rd. N, Ste 310, Mobile, AL Zip Code 36608
Phone 251-341-5777 Fax _____ Email philip@burtonprop.com

Contractor N/A
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____

Civil Engineer Jordan Stringfellow/ Volkert, Inc.
Address 1110 Montlmar Dr, Ste 1050, Mobile, AL Zip Code 36609
Phone 251-342-1070 Fax _____ Email jordan.stringfellow@volkert.com

Architect Gray Reese/Gray Reese, LLC
Address 10335 Big Canoe, Big Canoe, GA Zip Code 30143
Phone 404-243-6002 Fax _____ Email grayreese@gmail.com

Submitted by:

Kathy Sherman/Burton

Signature

3/17/2025

Date

Kump Su

Print

Applicant/Burton Property Group, LLC

Affiliation to project/Organization

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

- ☐ Dated Photograph(s) of the posted sign(s)
- ☐ The verified address list of surrounding property owners who were notified
- ☐ A sign-in sheet documenting meeting attendance
- ☐ Written summary or minutes of the meeting
- ☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

The meeting is schedule for March 25, 2025 from 5:30 PM to 7:00 PM at Fort Hardeman Armory, 720 Museum Dr. Applicant will submit the documentation required following that meeting.

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

4. Were any modifications made or considered in response to the concerns raised at the meeting?



City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

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

Date of Submittal: 4/11/2025

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

Neighborhood Meeting Date: 3/25/2025

Neighborhood Meeting Time: 5:30 - 7:00 pm

Neighborhood Meeting Location: 720 Museum Dr. Mobile, AL

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

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

Applicant's Name: Burton Property Group, LLC
(First Name & Last Name)

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

X Philip Burton Date: 4/11/2025

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

ST AUGUSTINE LLC
3901 SPRING HILL AVE
MOBILE, AL 36608

SPRINGHILL SWIM CLUB INC
PO BOX 8212
MOBILE, AL 36608

SHERIDAN STEVEN R
3961 SPRINGHILL AVE
MOBILE, AL 36608

CITY OF MOBILE
OFFICE OF CITY CLERK
205 GOVERNMENT ST
MOBILE, AL 36602

CITY OF MOBILE
PO BOX 1827
MOBILE, AL 36633

QUINNELLY JEFFREY & CHERYL
PO BOX 81449
MOBILE, AL 36689

BOARD OF WATER & SEWER
COMMISSIONERS
PO BOX 180249
MOBILE, AL 36618

SPRINGHILL LLC
PO BOX 6231
MOBILE, AL 36660

BROWN ANGELA WILSON &
JERRY MICHAEL BROWN
3773 SHEIPS LN
MOBILE, AL 36608

BROADUS BATISTE &
DOMINIC J BROADUS
3824 MORDECAI LN
MOBILE, AL 36608

WELLS ANNIE D
2735 BRIARWOOD CIR
MOSS POINT, MS 39563

CRAIG MARY FRANCES
3838 MORDECAI LN
MOBILE, AL 36608

EDWARDS JACQUELINE M
3769 SHEIPS LN
MOBILE, AL 36608

PARKER BYRON HEATH &
ELIZABETH ANNE PARKER
4550 SPRING HILL AVE
MOBILE, AL 36608

HAMADE BASSAM
8196 PINE RUN
SPANISH FORT, AL 36527

EDWARDS ANN N
3828 SPRING HILL AVE
MOBILE, AL 36608

EDWARDS SARA TATE
3828 SPRING HILL AVE
MOBILE, AL 36608

WASHINGTON MARK V
3836 MORDECAI LN
MOBILE, AL 36608

ASF INC
3812 SPRING HILL AVE
MOBILE, AL 36608

PARK CENTER INC
157 N CONCEPTION ST
MOBILE, AL 36603

RENFRO JACQUELINE M &
JAMIE L. MCNEIR
324 CRYSTAL LAKE DR
DESOTO, TX 75115

QUINNELLY JEFFREY & CHERYL
PO BOX 81449
MOBILE, AL 36608

BURTON PROPERTY GROUP
PO BOX 16167
MOBILE, AL 36616

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



Philip G Burton

March 10, 2025

RE: Notice of Neighborhood Meeting

Dear Property Owner:

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

Application - Zoning Change to rezone the property at 720 Museum Drive, Mobile, AL 36608 from Single-Family Residential (R-1) to Neighborhood Business District (B-2).

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

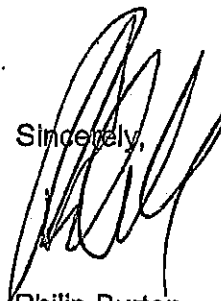
March 25, 2025

5:30 PM to 7:00 PM

**720 Museum Drive
(Fort Hardeman Armory)**

You are receiving this notice because your property is located within 300 feet of **720 Museum Drive, Mobile, AL 36608**, in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application, ask questions, and present your views.

Sincerely,



Philip Burton
info@burtonprop.com

NEIGHBORHOOD MEETING

Date: March 25, 2025

Time: 5:30 pm – 7:00 pm

Location of Neighborhood Meeting: Fort Hardeman Armory,

720 Museum Drive, Mobile, AL

Project Location: 720 Museum Dr., Mobile, AL

Project/Application: Rezoning from R-1 to B-2

Applicant's signature attesting to the accuracy of pages 1 thru 7:

X

Date: 4/1/2025

Please Sign in:

Name: Belinda Metzger Email: belmetzger
Address: 4232 The Cedars Ave Phone: 251-725-4210

Name: Lee Metzger Email: _____
Address: _____ Phone: _____

Name: Margaret & Buddy McLaughlin Email: esmc1@bellsouth.net
Address: 3147 Southview Ln. Phone: _____

Name: DANIEL REIMER Email: daniel.reimer@gmail.com
Address: 3763 Mordecai Ln Phone: 251-716-6700

Name: Gregor Wilhelm Email: gmwillhelm@gmail.com
Address: _____ Phone: _____

Name: EVELYN SYLVESTER Email: _____
Address: 4400 DENSON CT. Phone: _____

Neighborhood Meeting Sign-in Sheet
Date: 3/25/2025
Applicant: Burton Property Group, LLC

Meeting Location: 720 Museum Dr., Mobile, AL
Application: Rezoning R-1 to B-2

Name: GENEVA Gayles Email: Gayles1@comcast.net
Address: 925 Knowles Ln Phone: 251 343 9632

Name: Eddie W. Washington Email: Edeejdw68@yahoo.com
Address: _____ Phone: 251 604-6409

Name: Carol McMurphy Email: carolpmcmurphy1@gmail.com
Address: 3755 Nordecai Lane Phone: (251) 421-3057

Name: Ardine Lambert Email: lambertardine@gmail.com
Address: 4212 Bit + Spur Rd #3 Phone: _____

Name: Allen Hughes Email: allenhughescpa@yahoo.com
Address: 4300 The Cedars Ave. Phone: (251) 656-6660

Name: JENNIFER GREHAN Email: SOUTHWESTVILLE@gmail.com
Address: 201 TUTTILL LN Phone: (251) 463-9119

Name: Russell Edwards Email: russell.edwards@gmail.com
Address: 3769 Sheeps Lane Phone: 703 474 3482

Name: Dr. & Mrs. Don Kidd Email: rkidd331@comcast.net
Address: 350 Dilston Lane Phone: (251) 423-7707

Name: MECCA SHERIDAN Email: mecarther11@gmail.com
Address: 3901 SPRINGHILL Phone: 251-610-8388

Neighborhood Meeting Sign-in Sheet
Date: 3/25/2025
Applicant: Burton Property Group, LLC

Meeting Location: 720 Museum Dr., Mobile, AL
Application: Rezoning R-1 to B-2

Name: DAVID WILHELM Email: —

Address: 650 TUTHILL LN Phone: 251-454-2383

Name: Sam St. John
Linda St. John Email: linda@logic2us.com

Address: 320 Hazlen St Phone: 201-205-1111

Name: Juan Little Email: jlhlawyer@aol.com
Address: 161 A N. McGregor Phone: 251-533-5405
AV

Name: Susan Mims Email: Susanmims@hotmail.com
Address: 3812 Claridge RAN Phone: 251-455-3397

Name: Steve Gordon Email: Steve.Gordon@verizonenergy.com
Address: 3451 Stem Ave Phone: 251-3794347

Name: Gary Jackson Email: GJACK45819@Verizon.
Address: 3802 Spring Hill Ave Phone: 703-980-0735 ^{net}

Name: Melva Jackson Email: MDJACKSON@Verizon. ^J
Address: 3802 Spring Hill Ave Phone: 703-980-0734

Name: Louise Doggett Email: louisedoggett@gmail
Address: 4403 The Cedars Phone: 251-406-2929

Name: Alonzo Yelling Email: ayelling3@gmail.com
Address: 3828 Morehead Ln Phone: 678-458-8581

Neighborhood Meeting Sign-in Sheet
Date: 3/25/2025
Applicant: Burton Property Group, LLC

Meeting Location: 720 Museum Dr., Mobile, AL
Application: Rezoning R-1 to B-2

Name: Catherine Potter Email: cat60926@gmail.com
Address: 14 Lancaster Rd Phone: _____

Name: Ursula Tucker Email: ursula-r-tucker@yahoo.com
Address: 3765 Shoops Ln Phone: 251 689 2267

Name: Mark Sheridan Email: Sheridanhomebuilders@gmail.com
Address: ~~207 Pigeon St~~
3961 Spruill Ave Phone: (251) 581-3330

Name: Eve Mills Email: evedmills@gmail.com
Address: 4301 Stein Ave Phone: _____

Name: Jennifer Penney Email: _____
Address: 14564 Old Shell Rd Phone: 251 232 1361

Name: ADE BODET Email: cabodet@msn.com
Address: 115 MYRTLEWOOD Phone: _____

Name: JAMES shreve Email: _____
Address: 309 dog wood lane Phone: _____

Name: Lebbie Stephens Email: INFO@adventure-specialties.net
Address: 628 Tutthill Lane Phone: _____
mobile al 36608

Name: K+ David Lange Email: _____
Address: 97 Tutthill Ln Phone: _____

Neighborhood Meeting Sign-in Sheet
Date: 3/25/2025
Applicant: Burton Property Group, LLC

Meeting Location: 720 Museum Dr., Mobile, AL
Application: Rezoning R-1 to B-2

Name: Rosemary Johnson Email: _____

Address: The Cedars Ave 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: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: Kitty York Email: yorkbat@gmail.com
Address: 3707 Mordecai Lane Phone: (251) 689-1599

Name: Conrad Pierce Email: conradpierce@icloud.com
Address: 429 Tutthill Lane Phone: 251-800-1130

Name: GENIE Blough Email: gblough@bellsouth.net
Address: 373 Tutthill Lane Phone: 251-510-1059

Name: Lynne & Hal Daugherty Email: lfdaugherty@gmail.com
Address: 4408 The Cedars Phone: 251-533-3983

Name: Cara Mia Braswell Email: _____
Address: 4242 Bit & Spur Rd. Phone: _____
House #13 36608

Name: JAY McDONALD Email: J4M@MCDONALDLAGARDE.COM
Address: 4350 THE CEDARS Phone: _____

Name: Gayle Ziemer Email: _____
Address: 9 N Spring Bk Rd Phone: _____

Name: Ben T Lee Email: _____
Address: Fire Station Phone: _____

Name: Kelley Lamberth Email: edwin-kelley@mindspring.com
Address: 374 Tutthill Ln. Phone: 251-515-6355

Neighborhood Meeting Sign-in Sheet
Date: 3/25/2025
Applicant: Burton Property Group, LLC

Meeting Location: 720 Museum Dr., Mobile, AL
Application: Rezoning R-1 to B-2

Name: Adrienne L. Tucker Email: _____
Address: 12 Kingsway Phone: (251) 455-4994

Name: Barbara Lynn Brown Email: _____
Address: 478 Pine Ct Phone: _____

Name: Hunter Quinnelly Email: _____
Address: 78 Hathaway Rd N. Phone: _____

Name: Jeff Quinnelly Email: _____
Address: 3751 Sheeps Ln Phone: _____

Name: Barkley Shreve Email: _____
Address: 118 M. Greenwood Phone: _____

Name: Bernadette Robison Email: _____
Address: 3401 Audubon Sq E Phone: _____

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

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

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

NEIGHBORHOOD MEETING SUMMARY

Meeting date: March 25, 2025

Meeting time: 5:30 p.m. – 7:00 p.m.

Meeting location: 720 Museum Dr., Mobile, AL

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

The Applicant is seeking to have 720 Museum Drive and a portion of 700 Museum Dr. rezoned from R-1 to B-2.

The following information was distributed:

No information was distributed at the meeting. The attached conceptual site plan and conceptual event space layout were on display during the meeting.

Below is a summary of what occurred at the meeting.

Councilwomen Gina Gregory opened the meeting and discussed the process of rezoning property. Then the applicant, Philip Burton with Burton Property Group, LLC, stated that the purpose of the neighborhood meeting was to discuss the rezoning of the property from its current zone of R-1 to the desired zone of B-2. Burton discussed the eventual plan was to construct an eighty-seven room boutique hotel; however, the exact plans for that project would not be complete until the property has been rezoned and proposed use of a hotel has been approved for the property. Burton explained the plans on display were merely conceptual and no plans have been finalized. Burton then opened the floor for questions from those in attendance. Questions and comments from the public included: how many floors were planned; how would a hotel affect traffic in the area; how would parking be handled; and what types of uses were allowed in a B-2 zone. Mr. Burton explained that the proposed hotel would be three to four stories and the development would use the natural grade of the property in the design; all parking would be on site and that traffic is expected to be spread out throughout the day and night. Mr. Burton also explained that all final plans would be subject to compliance with the City's traffic regulations and compliance with the City's Unified Development Code. Mr. Burton explained that there were numerous types of businesses allowed under the B-2 zone, all of which are listed in the City's zoning ordinance. As members of the public came to view the items on display, Mr. Burton talked with individuals and answered any individual questions that members of the public presented.

The Neighborhood Meeting ended at the following time: 7:00 p.m.

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


Philip Burton, Burton Property Group, LLC

Date: 4/1/2025

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

- X Dated Photograph(s) of the posted sign(s)
- X The verified address list of surrounding property owners who were notified
- X A sign-in sheet documenting meeting attendance
- X Written summary or minutes of the meeting
- X Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

March 25, 2025, 5:30 – 7:00 pm, at 720 Museum Dr., Mobile, AL

2. What information was presented at the meeting?

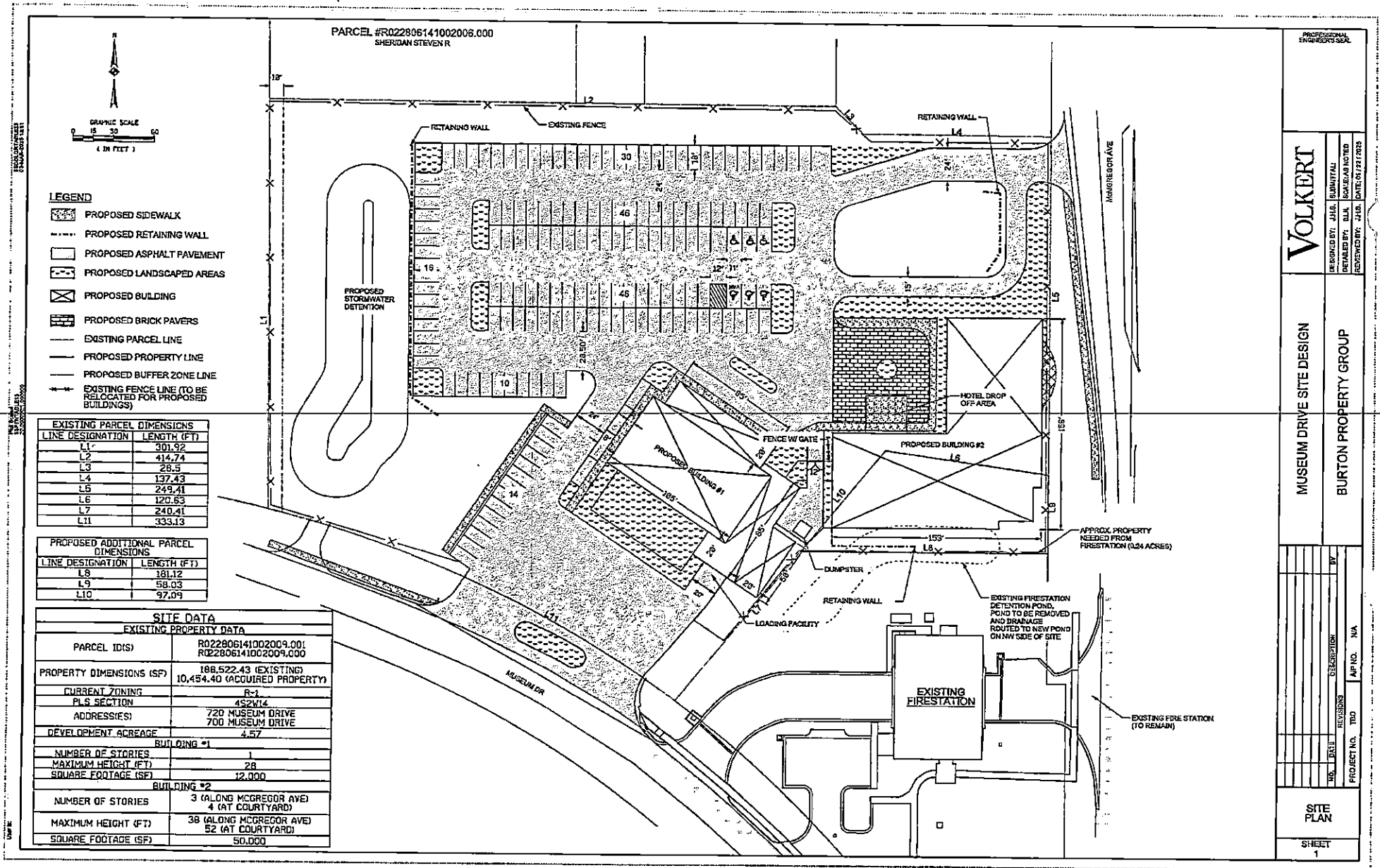
See attached Neighborhood Meeting Summary

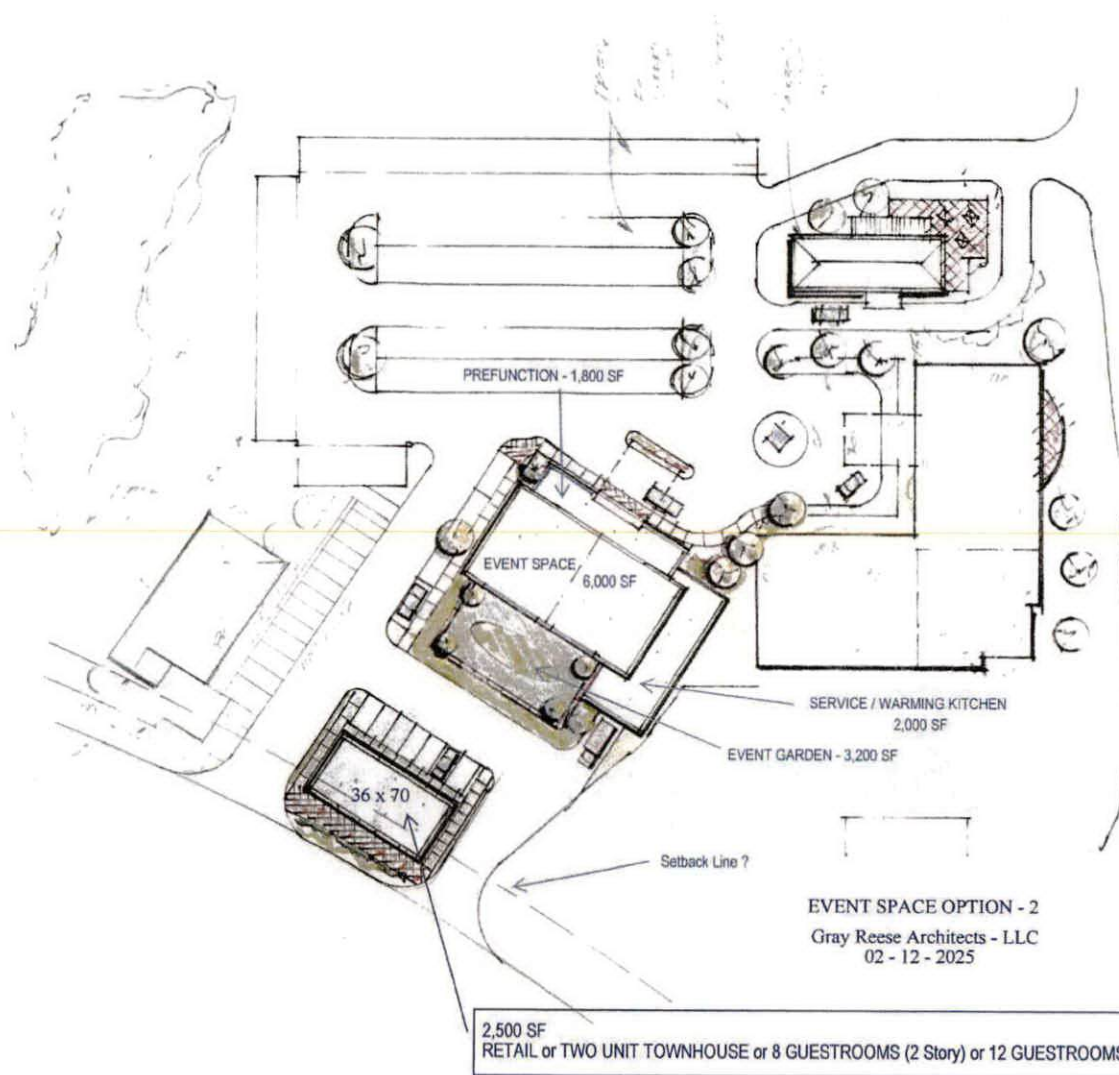
3. What concerns were raised during the meeting?

See attached Neighborhood Meeting Summary

4. Were any modifications made or considered in response to the concerns raised at the meeting?

No modifications were necessary.







Add a Caption

Thursday • Mar 13, 2025 • 1:11PM

Adjust

IMG_4096

Apple iPhone 13 Pro Max

HEIF

Wide Camera — 26 mm $f1.5$

10 MP • 3670 × 2752 • 1 MB

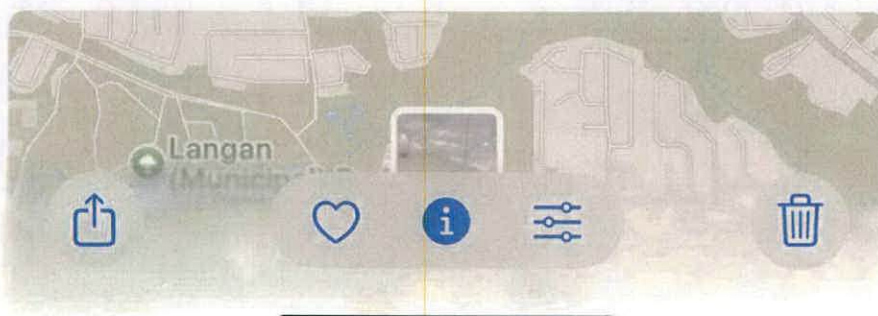
ISO50

60mm

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$f1.5$

1/8000s





Add a Caption

Thursday • Mar 13, 2025 • 1:15 PM

[Adjust](#)

 IMG_4103

Apple iPhone 13 Pro Max

HEIF

Telephoto Camera — 77 mm *f*2.8

12 MP • 3024 × 4032 • 2.4 MB

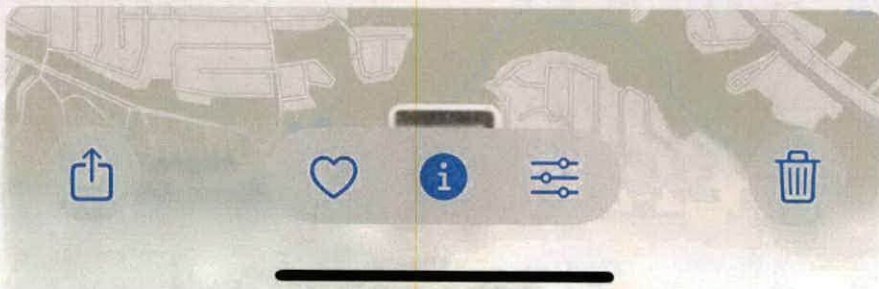
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179mm

0ev

*f*2.8

1/669s



ST AUGUSTINE LLC
3901 SPRING HILL AVE
MOBILE, AL 36608

CITY OF MOBILE
OFFICE OF CITY CLERK
205 GOVERNMENT ST
MOBILE, AL 36602

BOARD OF WATER & SEWER
COMMISSIONERS
PO BOX 180249
MOBILE, AL 36618

BROADUS BATISTE &
DOMINIC J BROADUS
3824 MORDECAI LN
MOBILE, AL 36608

EDWARDS JACQUELINE M
3769 SHEIPS LN
MOBILE, AL 36608

EDWARDS ANN N
3828 SPRING HILL AVE
MOBILE, AL 36608

ASF INC
3812 SPRING HILL AVE
MOBILE, AL 36608

QUINNELL JEFFREY & CHERYL
PO BOX 81449
MOBILE, AL 36608

SPRINGHILL SWIM CLUB INC
PO BOX 8212
MOBILE, AL 36608

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PO BOX 1827
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WELLS ANNIE D
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MOSS POINT, MS 39563

PARKER BYRON HEATH &
ELIZABETH ANNE PARKER
4550 SPRING HILL AVE
MOBILE, AL 36608

EDWARDS SARA TATE
3828 SPRING HILL AVE
MOBILE, AL 36608

PARK CENTER INC
157 N CONCEPTION ST
MOBILE, AL 36603

PHILIP BURTON
BURTON PROPERTY GROUP
PO BOX 16167
MOBILE, AL 36616-0167

SHERIDAN STEVEN R
3961 SPRINGHILL AVE
MOBILE, AL 36608

QUINNELL JEFFREY & CHERYL
PO BOX 81449
MOBILE, AL 36689

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3838 MORDECAI LN
MOBILE, AL 36608

HAMADE BASSAM
8196 PINE RUN
SPANISH FORT, AL 36527

WASHINGTON MARK V
3836 MORDECAI LN
MOBILE, AL 36608

RENFRO JACQUELINE M &
JAMIE L. MCNEIR
324 CRYSTAL LAKE DR
DESOTO, TX 75115



Agenda Item # 7 ZON-UDC-003283-2025

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

720 Museum Drive

Applicant / Agent:

Phillip Burton, Burton Property Group, LLC

Property Owner:

City of Mobile

Current Zoning:

R-1, Single-Family Residential Suburban District

Proposed Zoning:

B-2, Neighborhood Business Suburban District

Future Land Use:

Neighborhood Center - Traditional

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-1 to B-2
Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Holdover

Report Contents:	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	4
Exhibits	6

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER	7	DATE	April 17, 2025	 NTS
APPLICANT	Phillip Burton, Burton Property Group, LLC			
REQUEST	Rezoning from R-1 to B-2			

SITE HISTORY

The site was formerly used by the Alabama National Guard as an armory with the existing large building constructed in the mid to late 1960's. The Armory Commission of Alabama deeded the property to the City in the 2000's and in 2023, the City published a Request For Proposal (RFP) to sell the property.

The site was previously before the Board of Zoning Adjustment at its December 4, 2023 meeting with an application to allow a Planned Development on the subject site. The applicant withdrew the application.

Most recently, the site was granted a Use Variance by the Board of Zoning Adjustment at its April 7, 2025 meeting to allow a hotel to be located on the property. The variance was granted, subject to the following conditions:

- 1) Completion of a 2-lot Subdivision to alter the interior lot lines between the subject site and the fire station;
- 2) Completion of rezoning the site from R-1 to B-2;
- 3) Either revision of the site plan to fully comply with the Spring Hill Overlay requirements, or submittal of a site variance to address the non-conforming aspects; and
- 4) Full compliance with all municipal codes and ordinances.

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:

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:

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

It should be noted that the applicant is proposing to obtain a portion of the adjacent property to the Southeast, currently occupied by a fire station. As such, if approved, a 2-lot Subdivision application will be required in order to shift the interior property line.

The site abuts property to the West that is currently zoned R-3 and used as a swim club. Adjacent to the North is a vacant B-1 property, B-1 and B-2 property developed commercially, and a vacant R-1 property owned by the City of Mobile. To the South, adjacent to the site, is an existing fire station zoned R-1, and to the South, across Museum Drive, is the Ornamental Horticulture Research Center. Properties to the East, across McGregor Avenue North are zoned R-1 and are either vacant or being developed commercially under the Spring Hill Overlay.

The site plan submitted with the rezoning application does not depict the proposed re-development of the site. It should be noted that due to the fact the property is going to be completely redeveloped, it will be required to come into full compliance with the Unified Development Code (UDC) regulations regarding the Spring Hill Overlay.

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:

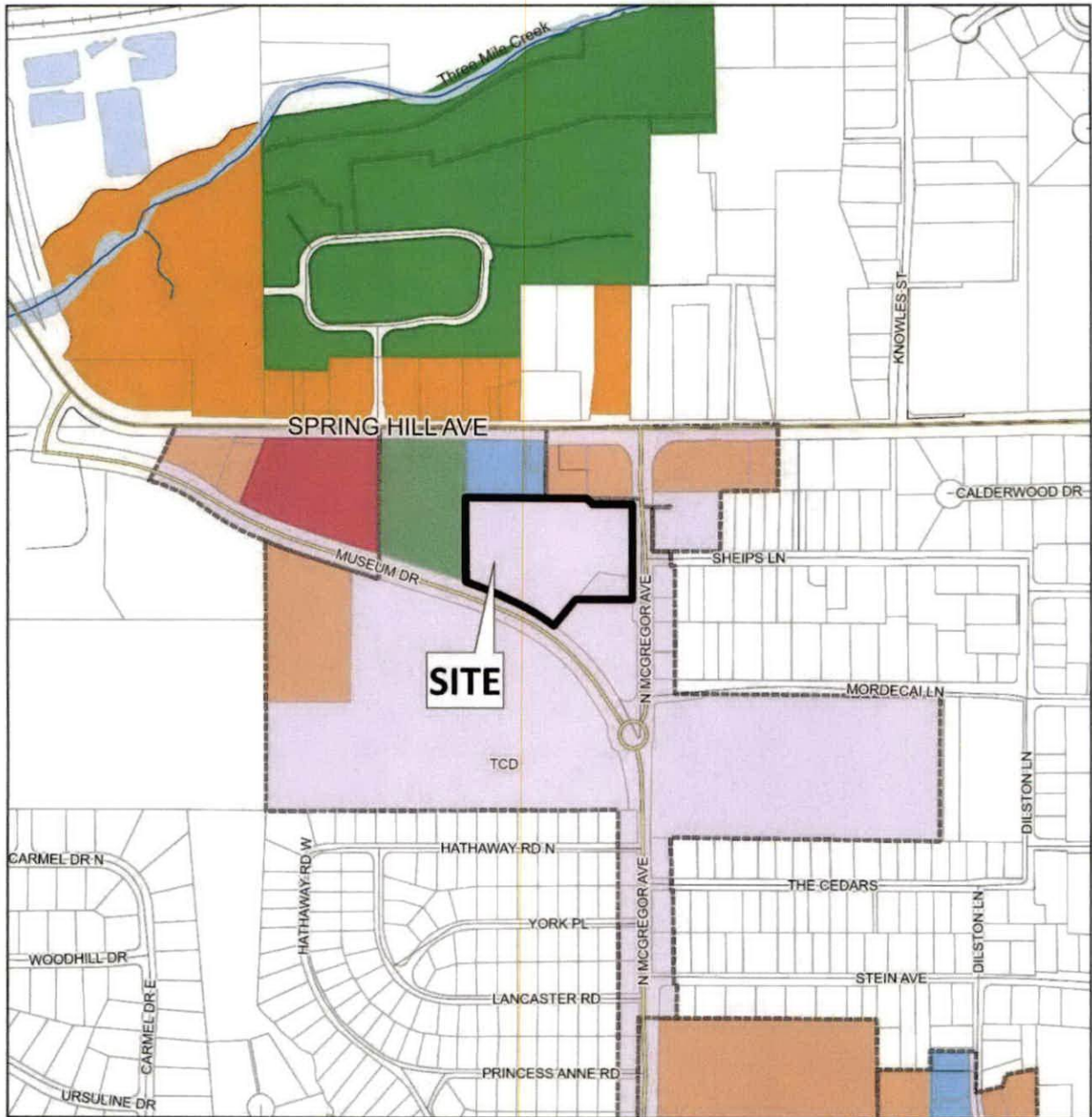
- A. Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- B. Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- C. Compatibility. Whether the proposed amendment is compatible with:
 - The current development trends, if any, 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;
- 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:

The Planning Commission should consider a holdover of the request until the May 15th meeting, to allow the applicant to submit a two (2) lot Subdivision application to be heard concurrently with the proposed rezoning application.

LOCATOR ZONING MAP



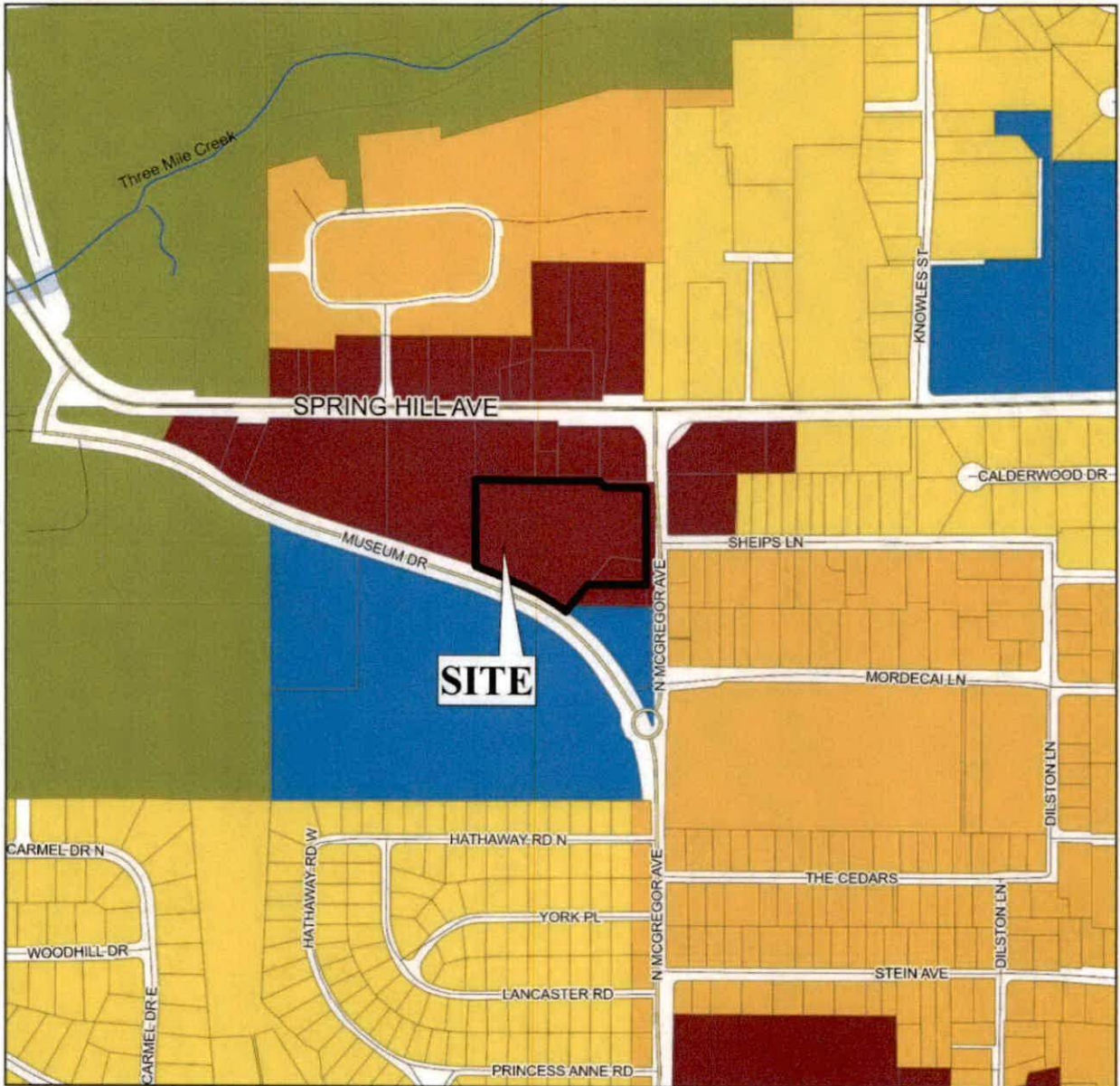
APPLICATION NUMBER 7 DATE April 17, 2025

APPLICANT Phillip Burton, Burton Property Group, LLC

REQUEST Rezoning from R-1 to B-2



FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE April 17, 2025

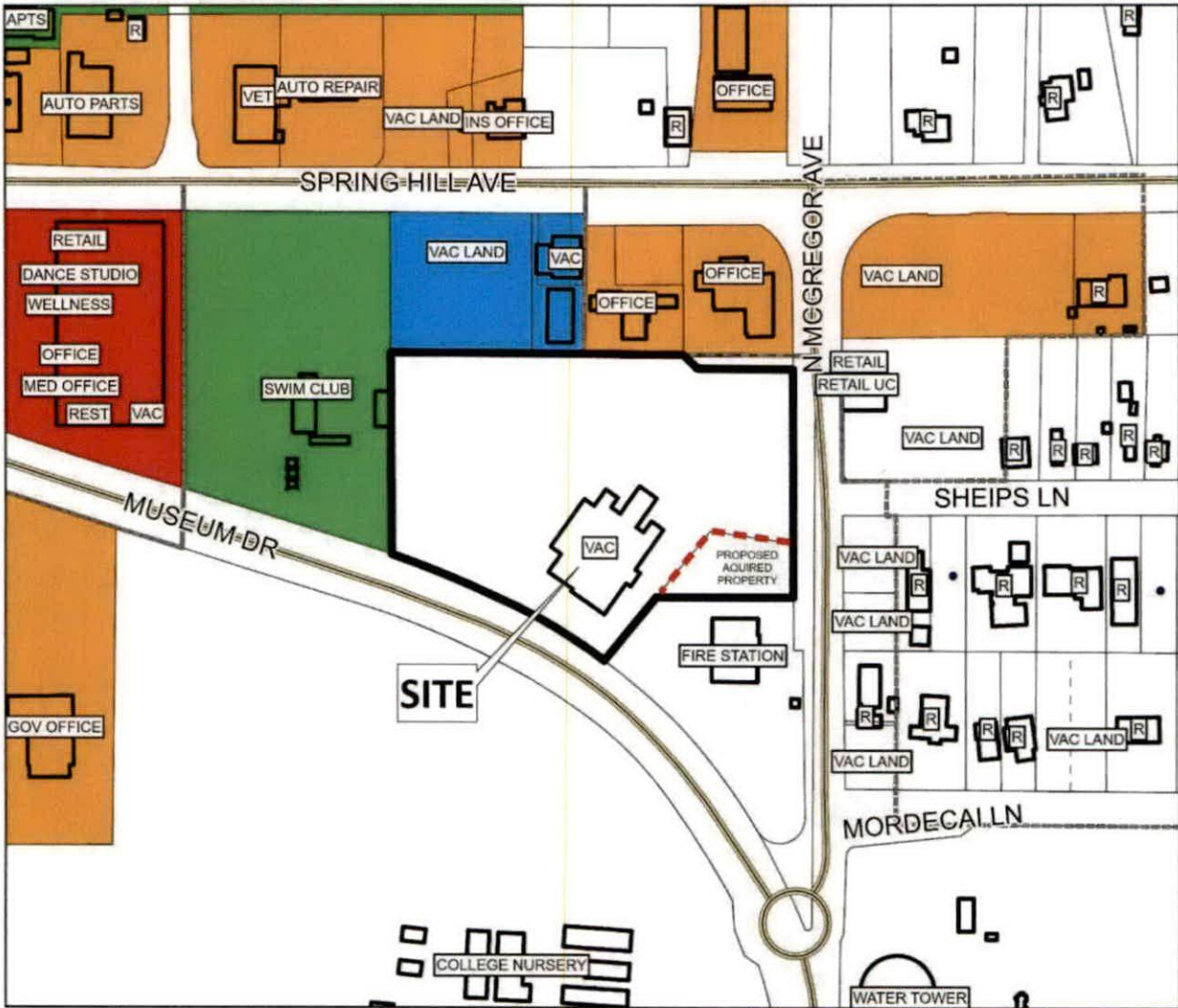
APPLICANT Phillip Burton, Burton Property Group, LLC

REQUEST Rezoning from R-1 to B-2

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 7 DATE April 17, 2025

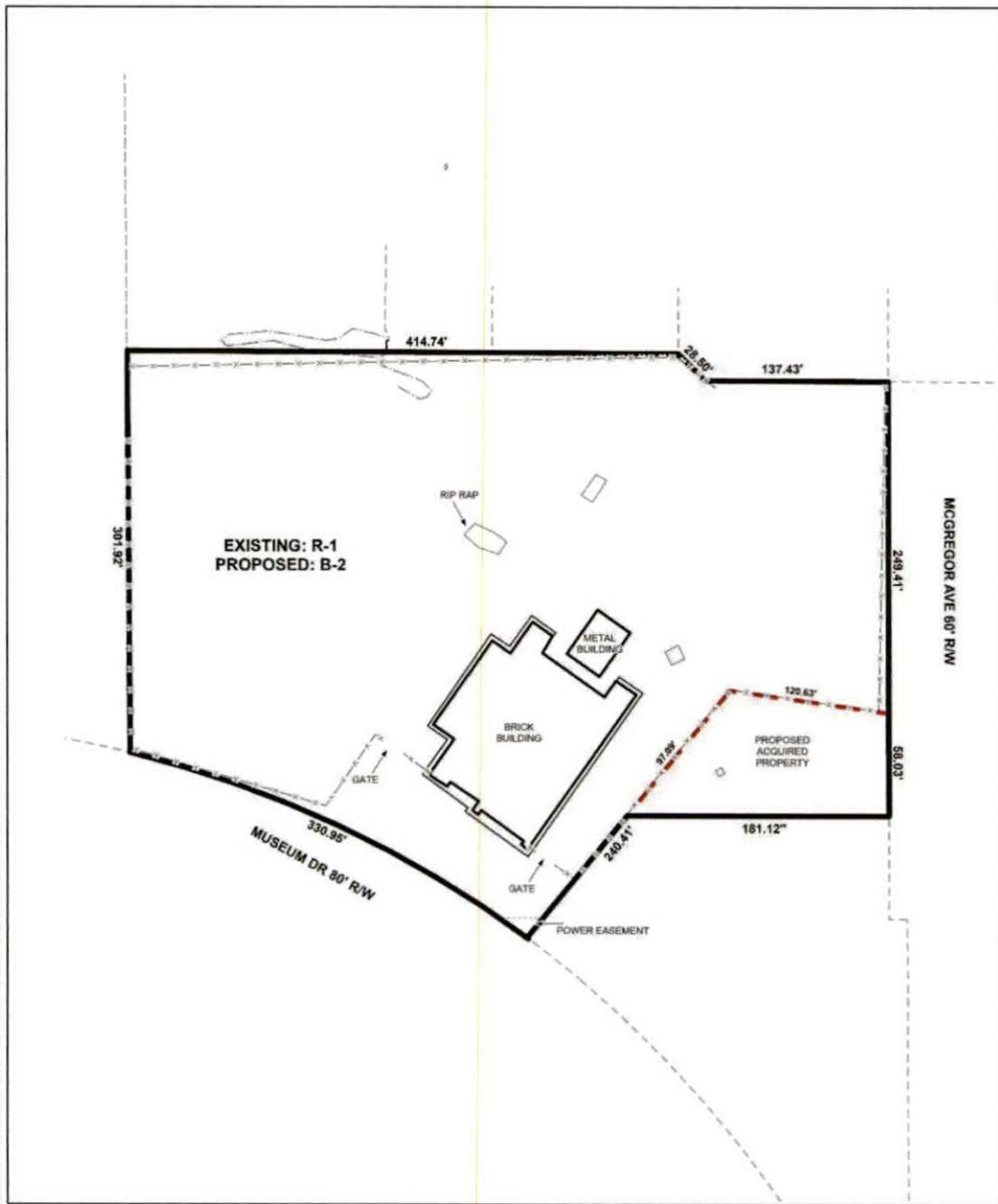
APPLICANT Phillip Burton, Burton Property Group, LLC

REQUEST Rezoning from R-1 to B-2

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



SITE PLAN



The site plan illustrates the existing buildings, fencing, and proposed property to be acquired.

APPLICATION NUMBER	7	DATE	April 17, 2025
APPLICANT	Phillip Burton, Burton Property Group, LLC		
REQUEST	Rezoning from R-1 to B-2		

N
↑
NTS

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)

NEIGHBORHOOD CENTER (NC)

This land use designation applies to smaller hubs of mixed commercial, community, and recreational activity that cater to adjacent residential areas. Many of these centers exist today in some form. Therefore, the following common principles apply not just to the future development of new centers, but also to the redevelopment (wholesale or incremental) of existing centers.

General Principles for Neighborhood Centers:

- › NC should support a limited amount of commercial employment
 - › NC should incorporate some residential use, which may vary in type from detached single family, townhouse, accessory and live-work units in mixed use and low-rise multifamily structures.
 - › The residential density in NC designations –ranging from 4 to 10 du/ac— must be compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
 - › The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments.
- › The NC nodes should be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

While the above-listed principles are common to all NC districts, the design attributes of neighborhood centers generally vary depending on whether a center is in a more “traditional” or more “suburban” context.

Additional Attributes of Neighborhood Centers:

- › **NC in traditional contexts:** These tend to be in those areas east of the Beltline and correspond to MxDR neighborhoods. In these NCs, buildings should orient to the street, with on-site parking typically pushed to the back of the site. The design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.
- › **NC in suburban contexts:** These generally are located among the LDR land use designations in the areas west of the Beltline. Where they exist, these centers currently have a more pronounced vehicular orientation. Therefore, the emphasis is on retrofitting to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.) and to increase the mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).

RESOLUTION

Sponsored by: Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that Alvin Garvin is appointed to the Advisory Commission on the Disabled
effective immediately for a term ending July 15, 2027.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Councilmember Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that Bruce Helbig is re-appointed to the Golf Course Advisory Committee
effective September 11, 2026 for a term ending September 11, 2029.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson

WHEREAS, by Resolution 27-3 77-2021, the City Council of the City of Mobile designated and established voting places throughout the City for the August 26, 2025, City of Mobile Municipal Election and any necessary runoff election; and,

WHEREAS, in said Resolution the voting place for Ward No. 5-5 was designated and established as Holy Cross Lutheran Church, 3900 Airport Boulevard; and,

WHEREAS, a representative of Holy Cross Lutheran Church has notified the City Clerk that their facility will no longer be available as a voting place for the August 26, 2025, City of Mobile Municipal Election; and,

WHEREAS, although Code of Alabama§ 17-6-4(d) states that voting places shall not be changed within three months before an election is to be held, the Alabama Attorney General has stated in Opinion Nos. 84-00446 (Davis), 99-00273 (Watson) and 2020-038 (Ross) that in the event a governing body is notified that a polling place site is no longer available within three months of an election, it is then reasonable for a governing body to declare that an emergency exists and select a new voting place location.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mobile as follows:

- I. That an emergency now exists due to the fact that, within three months of the August 26, 2025, City of Mobile Municipal Election, Holy Cross Lutheran Church, 3900 Airport Boulevard, is no longer available for use as a voting place for Ward No. 5-5 for said election, and a new location must be selected.
2. The new voting place location for Ward No. 5-5 for the upcoming August 26, 2025, City of Mobile Municipal Election, and any necessary runoff election, is hereby designated and established to be: Dauphin Way Baptist Church, 3661 Dauphin Street, Mobile, AL 36608.
3. That as much notice as possible should be given to the public regarding the change of the voting place for Ward No. 5-5. The City Clerk and other City staff are therefore respectfully requested to cause the following actions to be performed:
 - a. Signs should be installed at the former voting place, Holy Cross Lutheran Church, 3900 Airport Boulevard, giving directions to the new polling place established by

this Resolution. Said church is respectfully requested to cooperate with City staff and allow the placement of such signs.

- b. Signs should be installed at the new voting place indicating its status.
- c. Publish a notice advising the public of the new voting place in a newspaper of general circulation in the City of Mobile once a week for each week preceding August 26, 2025.
- d. Post a notice advising the public of the new voting place on the City's website and social media outlets.
- e. Send a notice advising the public of the new voting place to all local media outlets.
- f. Send a certified copy of this Resolution to the Judge of Probate of Mobile County.
- g. Provide reasonable assistance to any citizens needing help locating the new voting place.
- h. In the event voting place notice cards have already been sent out for Ward No. 5-5, updated notice cards should be sent out.

4. This Resolution amends City Council Resolution 27-795-2025 solely as to the updated voting location of Ward No. 5-5.

Adopted:

City Clerk

R E S O L U T I O N

Sponsored by: Councilmember William Carroll, District 2

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: Retail Beer/Table Wine (Off Premises Only) License

Submitted by: Jay Ranchodrai 2024, LLC

Location: Speed Stop
1861 Government Boulevard
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

Council Agenda Date

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/22/2025	TRANSFER - OWNERSHIP	2025 - 5734	131475	2	July 15, 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)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

JAY RANCHODRAI 2024 LLC

Trade Name (DBA)

SPEED STOP

Location Address

1861 GOVERNMENT BLVD

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
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK

Crystal Adams
CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/22/2025	TRANSFER - OWNERSHIP	2025 - 5734	131475	2	July 15, 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)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

JAY RANCHODRAI 2024 LLC

Trade Name (DBA)

SPEED STOP

Location Address

1861 GOVERNMENT BLVD

City, State, Zip Code

MOBILE AL 36606

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson
Principal Planner *L. Logan Anderson*

Date: July 1, 2025

Re: Application # 5734 / 1861 Government St.

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a convenience store with retail beer and wine sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 2, William Carroll (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5734 DATE 7/15/2025

APPLICANT JAY RANCHHODRANI 2024 LLC

LOCATION 1861 GOVERNMENT ST

REQUEST ALCOHOLIC BEVERAGE LICENSE



LANDUSE SURVEY
CONDUCTED 2010

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

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/22/2025	TRANSFER - OWNERSHIP	2025 - 5734	131475	2	July 15, 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)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

JAY RANCHODRAI 2024 LLC

Trade Name (DBA)

SPEED STOP

Location Address

1861 GOVERNMENT BLVD

City, State, Zip Code

MOBILE AL 36606

Contact Person Information				
Name	Title	POA	Phone	Email
PINAL PATEL	OWNER			SPEEDSTOP1861@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 05/22/2025	Application Type TRANSFER - OWNERSHIP	Application Number 2025 - 5734	License Account # 131475	Council District 2	Council Agenda Date July 15, 2025
License Type Applied for with Alabama ABC Board 050 - RETAIL BEER (OFF PREMISES ONLY)			2nd License Type Applied for with Alabama ABC Board 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)		
Business Information					
Legal Business Name JAY RANCHODRAI 2024 LLC			Trade Name (DBA) SPEED STOP		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 11/21/2024	SOS Entity ID 001-163-856	State AL	County MOBILE
Federal Tax ID (FEIN) 33-2073264	Alabama State Sales Tax ID R012293025	Business Phone Number (404) 789-6545			
Physical Address (Street Address, Suite #) 1861 GOVERNMENT BLVD		City MOBILE	State AL	Zip Code 36606	
Mailing Address (Street Address, Suite #, PO Box) 1861 GOVERNMENT BLVD		City MOBILE	State AL	Zip Code 36606	
Primary Business Activity at the Location Explain (other) CONVENIENCE STORE		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name PINAL PATEL	Title OWNER	POA	Phone	Email SPEEDSTOP1861@GMAIL.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name MQ FOOD MART INC			Trade Name (DBA) SPEED STOP		
ABC License Type 050/070 - RETAIL BEER/WINE (OFF PREMISES ONLY)			License Number 000328049	Any ABC Pending Actions N/A	
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 MAHMOD QASGAS			Property Owner Phone Number	Property Owner Email SPEEDSTOP2015@YAHOO.COM	
Property Owner Mailing Address (Street Address, Suite #, PO Box) 1255SPRINGHILL VALLEY DR E			City MOBILE	State AL	Zip Code 36693
Bldg Square Footage 1,400	Bldg Seating Capacity 0	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO 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		
<u>Full Name (Last, First, Middle)</u>		<u>Title</u>	<u>Driver's License (State, Number)</u>		
PINAL PATEL		OWNER			
<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>					
NO	<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>					
YES	<u>If Yes, Legal Business Name</u>	<u>Business DBA</u>	<u>Physical Location Address (Street, City, Zip Code)</u>		
	JAY HANUMAN 2024 LLC	FIRST STOP	1275 SPRING HILL AVENUE MOBILE AL 36604		
	JJR 2024 LLC	SPEED STOP	2909 SPRING HILL AVENUE MOBILE AL 36607		
<u>Full Name (Last, First, Middle)</u>		<u>Title</u>	<u>Driver's License (State, Number)</u>		
N/A					
<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>		<u>Title</u>	<u>Date of Birth</u>	<u>Driver's License (State, Number)</u>	
N/A					
<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					

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

PP

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.

PP

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.

PP

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.

PP

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.

PP

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.

PP

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.

PP

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name

Date of Application Signature

R Shawn Skinner
Owner/Applicant/POA Signature

Title of Person Signing this Application

Sworn to and subscribed before me this **25th** 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 25, 2025



SPEED STOP

1861 GOVERNMENT ST

MOBILE, AL 36606 USA

ACCOUNT NUMBER: 131475 TERRITORY 2

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
2083675	12/2025	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

City of Mobile Alcoholic Beverage License Application

Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertng requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

JAY RANCHODRAI 2024 LLC

dba

SPEED STOP

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

050 - RETAIL BEER (OFF PREMISES ONLY) and 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

for the premises located at

1861 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 15, 2025** for application number **2025 - 5734**

- 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



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250415133525664



Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: County:

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: County:

Trade Name: **SPEED STOP**

Filing Fee:

Applicant: **JAY RANCHODRAI 2024 LLC**

Transfer Fee: \$100.00

Location Address: 1861 GOVERNMENT ST MOBILE, AL 36606

Mailing Address: 1861 GOVERNMENT ST MOBILE, AL 36606

County: MOBILE Tobacco sales: YES

Tobacco Vending Machines: 0

Product Type: 03

Type Ownership: LLC

Book, Page, or Document info: 001-163-856

Do you sell Draft Beer?:

Date Incorporated: 11/21/2024 State incorporated: AL County Incorporated: MOBILE

Date of Authority: 11/21/2024

Federal Tax ID: 33-2073264

Alabama State Sales Tax ID: R012293025

Name: Title: Date and Place of Birth: Residence Address:

PINAL PATEL	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: RAJ BHAVSAR

Business Phone: 901-230-0326

Fax:

Home Phone

Cell Phone

E-mail: PINAL0304@GMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name: MQ FOOD MART

Applicant: MQ FOOD MART INC

Previous License Number(s)

License 1: 050-000328049

License 2: 070-000328049



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250415133525664

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**

Name of Property owner/lessor and phone number: **MQ FOOD MART INC 251-214-2474**

What is lessors primary business? **RETIRED**

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? **NO**

Is the business used to habitually and principally provide food to the public? **NO**

Does the establishment have restroom facilities? **YES**

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **NO**

Will the business be operated primarily as a package store? **NO**

Building Dimensions Square Footage: **1400**

Display Square Footage:

Building seating capacity: **0**

Does Licensed premises include a patio area? **NO**

License Structure: **SINGLE STRUCTURE**

License covers: **ENTIRE STRUCTURE**

Number of licenses in the vicinity: **1**

Nearest: **1**

Nearest school:

Nearest church:

Nearest residence: **1 blocks**

Location is within: **CITY LIMITS**

Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **NO**

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250415133525664



Initial each

PP
PP

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

PP

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.

PP

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

PP

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

PP

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.

PP

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): *PINAL Patel*

Signature of Applicant: *Pinal Patel*

Notary Name (print):

Notary Signature:

SANDY DURHAM
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Sept. 17, 2025

Commission expires:

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

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:

JAY RANCHODRAI 2024 LLC

This name reservation is for the exclusive use of PINAL PATEL, 1861
GOVERNMENT ST, MOBILE, AL 36606 for a period of one year beginning
November 21, 2024 and expiring November 21, 2025



RES188484

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

November 21, 2024

Date

A handwritten signature in black ink, appearing to read 'Wes Allen', written over a horizontal line.

Wes Allen

Secretary of State

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:

JAY RANCHODRAI 2024 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): PINAL PATEL

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

1861 GOVERNMENT ST MOBILE, AL 36606

*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	
001-163-856	DLL
Date	11/21/2024
Time	15:09:00
File	\$100.00
County	\$100.00

Total	\$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check only if the type applies to the Limited Liability Company being formed:

- ☐ Series LLC complying with Title 10A, Chapter 5A, Article 11
- ☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8
- ☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 11 / 21 / 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 03 : 09 ☐ AM or ☒ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

11 / 21 / 2024
Date (MM/DD/YYYY)

PINAL PATEL

Signature as required by 10A-5A-2.04

PRESIDENT

Typed title (organizer or attorney-in-fact)

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



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

JAY RANCHODRAI 2024 LLC
SPEED STOP
% PINAL PATEL SOLE MBR
1861 GOVERNMENT ST
MOBILE, AL 36606

Date of this notice: 11-21-2024

Employer Identification Number:
33-2073264

Form: SS-4

Number of this notice: CP 575 G

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 33-2073264. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

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

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



2025

SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

JAY RANCHODRAI 2024 LLC
DBA SPEED STOP

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012293025	12/1/2024	12/31/2025

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

NON-TRANSFERABLE

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

NAICS CODE: 457110

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

1861 GOVERNMENT ST MOBILE AL 36606-1633



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by JAY RANCHODRAI 2024 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 16th day of June 2025

Notary Printed Name

Jason Prater

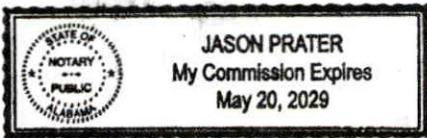
Notary Signature

Jason Prater

My (Notary) Commission Expires

May 20, 2029

Notary Stamp



Owner of Property (Print Name)

MAHMUD AQASGAS

Owner of Property (Signature)

[Signature]

Street Address

Applicant Name (Print Name)

PJINAL PATEL

Applicant Name (Signature)

[Signature]

Street Address

Date Agreement Signed

6-16-25

Date Agreement Signed

6-16-25



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 JAY RANCHODRAI 2024 LLC				Trade Name (DBA) SPEED STOP			
Company Physical Address (Street Address, Suite #) 1861 Govt. St. 1				City Mobile	State AL	Zip Code 36606	
Business Contact Person Information							
Name PINAL PATEL		Title OWNER		Phone 9012300326		Email Speedstop1861@gmail.com	
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage		Parking Provided		Parking Required		Compliance	
Zoning		Approved					
Comments							
RECEIVED PLANNING & ZONING DEPT 8-23-2023							
Print Name		Signature				Date	

FUEL STATION LEASE AGREEMENT

This Agreement ("**Agreement**") is made and entered into the 14th day of December, 2024, (the "**Effective Date**") by and between MQ Food Mart, Inc. ("**Lessor**"), and Jay Ranchodrai 2024 LLC ("**Lessee**").

WITNESSETH:

WHEREAS, Lessor owns the real property and improvements located at 1861 Government Street, Mobile, AL 36606 and legally described on **Exhibit A** attached hereto (the "**Premises**");

WHEREAS, Lessor agrees, subject to the terms of Article 23 herein, to sell the Premises to Lessee, provided Lessee exercises its right to purchase during the Term of the Lease;

WHEREAS, Lessee is the owner of the business located on the Premises and the owner of the inventory of the business;

WHEREAS Lessee desires to lease the Premises for the purpose operating a gas station and convenience store, and Lessee desires to purchase the inventory and goodwill from Operator, and;

WHEREAS, Lessor agrees to lease the Premises to Lessee and Operator agrees to sell the inventory and goodwill to Lessee, subject to the terms and conditions herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Lessor and Lessee agree as follows:

Article 1. Leased Premises.

(a) Leased Premises. Lessor does hereby rent and lease the Premises to Lessee for the Term provided for in Article 3 for the Permitted Uses as defined in Article 5 herein.

(b) No Estate to the Premises. No estate to the Premises passes out of Lessor, and Lessee has only a usufruct interest, which cannot be conveyed and is not subject to levy or sale.

(c) No Warranties. Except as otherwise expressly provided, Lessees accept the Premises in "**AS IS**" condition, and, except as otherwise expressly stated elsewhere in this Agreement, **WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.** Lessor has no "lessee improvement" obligations. Except as otherwise expressly provided, Lessor has made no representations or warranties, express or implied, and explicitly disclaims the same, concerning

the absence or presence of any pollution, contamination, hazardous waste, hazardous or toxic material or substance, underground storage tanks or hazardous building materials in, on or around the Premises or its improvements.

Article 2. Term.

(a) Term. The term of the Agreement shall commence as of **Effective Date**, and shall continue for one (1) year, unless sooner terminated in accordance with the terms hereof, including without limitation, Article 23 (the "**Term**").

Article 3. Rent.

(a) Rent. Beginning on December 1, 2024, Lessee shall pay to Lessor, without demand, deduction or setoff, rent for the Premises in the following amounts:

Term Start	Term End	Monthly Rent
12/1/2024	11/30/2025	\$10,000.00

Rent is payable in advance on the first day of each month during the Term and should be received by Lessor no later than the tenth (10th) day of each month during the Term. Rent for any partial month shall be prorated. All payments of rent shall be mailed or delivered to Lessor at:

1255 Spring Valley Dr. E., Mobile, AL 36693.

(b) Late Payments. If payment for rent is received after the tenth (10th) day of any month during the term, or later than thirty (30) days after the invoice date for other charges included or incurred relating to this Agreement, interest on the amount stated as due in such invoice shall be paid therewith at the rate of ten percent (10%) per annum (the "**Default Rate**"). If any rent or other charge owing under this Agreement is collected by or through an attorney, Lessee agrees to pay Lessor's attorneys' fees. If rent is not received by the seventeenth (17th) day of any month during the term, this Agreement shall become subject to termination upon written notice to Lessee by Lessor at the sole discretion of Lessor.

(c) Returned Checks. In the event of any returned or bounced rent check by Lessee, Lessee shall have seven (7) days to cure rent payment from the date of payment failure. If Lessee fails to cure rent payment upon passing of seven (7) days, **this Agreement shall become subject to termination** upon written notice to Lessee by Lessor at the sole discretion of Lessor.

(d) Offsets. Lessee shall not offset its payment obligations under this Agreement by any amount for loss and/or damage believed to have been caused by Lessor, whether such amount is disputed or undisputed, or for any other reason.

Article 4. Jobber Contract.

(a) No Existing Fuel Supply Contract. Lessor shall deliver the Premises free of any binding fuel supply agreement.

(b) Lessee's Rights. Lessee shall have the right to enter into a fuel supply agreement with the supplier of its choice. However, any such contract must be terminable in the event this Agreement is terminated. Lessor shall have no liability, and Lessee shall indemnify and hold harmless Lessor for any loss or claim arising from any such fuel supply agreement.

Article 5. Use of the Premises; Services.

(a) Permitted Use. Lessee shall have the right to use the Premises, subject to the terms and conditions of this Agreement, to operate gas station and convenience store ("**Permitted Use**"), and the Premises shall not be used for any use other than the Permitted Use without obtaining Lessor's prior written approval. Any deviation from the Permitted Use of the Premises is prohibited. Lessee shall be responsible for any loss or damage to all inventory handled or stored in or on the Premises.

Lessee warrants and agrees that, during the entire Term of this Lease and at its expense: (i) Lessee will conduct Lessee's business and activities on or related to the Premises only in full compliance with all applicable Legal Requirements; (ii) Lessee will neither do or permit any act or omission which could cause the Premises and Lessee's use thereof to fail to be in full compliance with all applicable Legal Requirements; and (iii) Lessee will neither do or permit any act or omission which could cause any liabilities to exist or be asserted against Landlord or the Premises. Without limiting the foregoing, Lessee shall promptly cure all violations of Legal Requirements for which Lessee has received notice or a public notice of violation has been issued and pay all fines, penalties, interest, or other costs imposed by any governmental authorities in connection with any violation or requirement of any Legal Requirements. The term "Legal Requirements" shall mean any present or future applicable law, statute, ordinance, regulation (including zoning regulations), code, building code, judgment, injunction, arbitration award, order, rule, directive, common law, codes and ordinances of any Governmental Authorities, easement, covenant, restriction, or other agreement of record affecting the Premises as of the date of this Agreement or subsequent thereto.

(b) Utilities. Lessee is responsible for all costs and expenses for utilities associated with the Premises. These costs and expenses shall be the direct responsibility of Lessee. In no event shall Lessor be liable for any interruption or failure in the supply of utilities to the Premises. Failure to pay utilities may be cured by Lessor but shall be deemed a Default under this Agreement.

(c) Title and Zoning. Lessee shall not take any action which might burden or impair title to the Premises. Lessee shall not seek rezoning of the Premises (including variances, conditional use permits, or construction and other occupancy and operating permits) without advance written consent of Lessor.

(d) Liens. Lessee shall do all things necessary to prevent the filing and enforcement of any mechanics', materialmen's, contractors', vendors', laborers', subcontractors', or other liens against the Premises, by reason of any construction, repair, work, labor, services, or materials performed or supplied or claimed to have been performed or supplied to Lessee or the Premises, or any part of the Premises, through or under Lessee. Lessee shall cause any such lien, claim, or

demand to be satisfied or released from record. In the event of the filing of such lien or claim, Lessor shall have the right but not the obligation to discharge such lien or claim, and to charge any sums expended by Lessor to Lessee. Lessee shall notify Lessor of the filing of a lien within ten (10) days after Lessee has actual knowledge of it.

Article 6. Repair and Maintenance; Inspections.

(a) Lessee's Responsibility. Lessee shall, at its own cost and expense, keep and maintain the Premises and all improvements thereon and appurtenances thereto in good order and repair. Lessee shall keep all improvements including the parking lot in good order and make all non-structural repairs and replacements that Lessee determines are necessary, at Lessee's sole cost and expense, including, without limitation, any water, sewer, fire suppression/sprinklers, mechanical, plumbing and electrical systems (specifically including HVAC and refrigeration equipment) located on the Premises, and Lessee shall be liable for any damage to such systems resulting from Lessee's misuse. Additionally, Lessee shall provide for monthly pest and vermin control. Lessee shall also maintain trash/debris removal services. Any damage to the Premises from any cause shall be promptly repaired by Lessee at its sole cost and expense and to the reasonable satisfaction of Lessor. Lessor may make such repairs which are not promptly made by Lessee and charge Lessee for the reasonable cost thereof, and Lessee hereby agrees to pay such amounts plus interest at the Default Rate within ten (10) days after written demand thereof by Lessor.

(b) Lessor's Responsibility. Lessor shall have no duty or obligation whatsoever for any cost related to the Premises.

(c) Fire Protection System. Lessee shall be responsible, at its sole cost, for the installation of any fire protection system for the Premises including, without limitation, monitoring and notification services.

(d) Lease Term Inspections. Lessor and its designated agents and representatives may enter the Premises at all reasonable times for the purpose of inspecting the same ("Inspections"). Lessor and its designated agents and representatives may enter the Premises for the purpose of making necessary repairs thereto and performing any other work that may be necessary by reason of Lessee's failure to make such repairs or perform any such other work therein or thereon. Nothing herein shall imply any duty on the part of Lessor to do any such work, except as otherwise provided in this Agreement, and performance thereof by Lessor shall not constitute a waiver of Lessee's default in failing to perform the same. Lessor may, during the progress of any such work in or on the Premises, keep and store therein all necessary materials, tools, supplies and equipment. Lessor shall not be liable for inconvenience, disturbance, loss of business or other damage of Lessee by reason of making such repairs or the performance of any such work, or on account of bringing materials, tools, supplies or equipment into or through the Premises during the course thereof.

(e) Premises Maintenance. Lessee shall, at all times during the Term of this Lease, at Lessee's sole cost and expense, keep and maintain the Premises, including all improvements, appurtenances, and every part thereof that may exist on, in, or be made a part of the Premises, in good order and condition, ordinary wear and tear excepted, and make all necessary repairs thereto, interior and exterior, structural and non-structural, ordinary, and extraordinary, and foreseen and

unforeseen. If Lessee fails to keep and maintain the Premises and the improvements as required by this Lease, Lessor may (but shall not be required to) perform and satisfy same, and Lessee hereby agrees to reimburse Lessor, as additional rent, for the reasonable cost thereof promptly upon demand. Lessee shall not permit any material waste of the Premises. Lessee shall keep the entire Premises, including adjoining sidewalks, substantially free of any accumulation of dirt, rubbish, snow, and ice and provide security for the Premises as necessary. Lessee shall clean the bathrooms of the Premises daily and pressure wash the parking lot/fueling area at least once a month. Lessor is not required to maintain, repair, clean, alter, or improve the Premises, or to provide any services to the Premises

(f) Loss or Damage of Lessee and Others. Lessor shall not be liable for any damage to fixtures or other property of Lessee or others on the Premises caused by fire, theft, or other hazards. Lessee does hereby expressly release Lessor from all liability for such damage. Lessor shall not be liable for any personal injury or damage to property, or interruption of business, resulting from fire, explosion, gas, electricity, sprinklers, water, or rain leaks from any part of the Premises. Lessor shall not be liable to Lessee or Lessee's employees or invitees for any latent defect in the Premises, and Lessor shall not, in any event, be responsible for loss or damage resulting from defects in the Improvements made to the Premises by Lessee. All property of Lessee or others kept or stored on the Premises shall be so kept or stored at the risk of Lessee only, and Lessee shall hold Lessor harmless from any claims arising out of damage to the same, including subrogation claims by Lessee's insurance carrier, unless such damage shall be caused by the gross negligence or willful misconduct of Lessor.

Article 8. Security. Lessee shall be responsible, at its sole cost, for all security it may provide or be required to provide by law at the Premises during the Term of this Agreement. Lessee shall provide a written description of its security service to Lessor for approval. Lessor's review and approval of Lessee's security service shall not in any way relieve Lessee of its responsibility regarding security, and Lessor, in reviewing and approving such security service, assumes no liability for such security.

Article 9. Reporting of Accidents, Injuries or Damages. All accidents, injuries, fires and other incidents of a serious nature including, without limitation, incidents requiring emergency response or injuries requiring any medical treatment away from the scene must be reported immediately to the appropriate emergency response agency. In addition, after the appropriate emergency response agency has been notified of the instances described above, Lessee shall also notify Lessor. Additionally, all damages to the Premises or the property of either party (or property in the care, custody or control of either party) must be reported at the time of discovery to Lessor, if such damages are related to this Agreement.

Article 10. Compliance with Laws.

(a) Compliance with Laws. The Premises shall not be used for any illegal purpose, nor in violation of any federal, state or local laws, nor in any manner so as to create any nuisance or trespass or vitiate the insurance or increase the rate of insurance on the Premises. In connection with its use of the Premises, Lessee agrees to promptly take all actions necessary to comply with all applicable local ordinances, state laws, federal laws, and any other applicable governmental

regulatory requirements including, but not limited to, any and all occupational health and safety laws, access for the disabled laws and environmental laws. Lessor shall have the right to inspect the Premises at any time during normal business hours or at any time if Lessor has reason to believe that a violation of any federal or state law or local ordinance has occurred or is about to occur.

(b) With respect to its use of the Premises, the uncured violation of any applicable federal or state law by Lessee shall be considered a breach of this Agreement for which Lessor, after written notice to Lessee and subject to the cure period stated below, may terminate this Agreement and seek any and all remedies available under this Agreement and applicable law. Provided Lessee promptly commences and diligently pursues cure, Lessee shall have such period of time as is reasonably necessary to cure any such violation following written notice of the same.

Article 11. Environmental.

(a) Lessee's Restrictions. Lessee shall not cause or permit to occur: (i) any violation of any federal, state or local law, ordinance or regulation now or hereafter enacted, related to environmental conditions ("Laws") on, under or about the Premises, arising from Lessee's use or occupancy of the Premises including, but not limited to, soil and ground water conditions; or (ii) the use, generation, release, manufacture, refining, production, processing, storage, placement or disposal of any Hazardous Substances in or on the Premises without Lessor's prior written consent, which consent may be withdrawn, conditioned or modified by Lessor in its sole and absolute discretion in order to ensure compliance with all applicable Laws, as such Laws may be enacted or amended from time to time.

(b) Environmental Compliance. Lessee shall, at Lessee's own expense: (i) comply with all Laws regulating the use, generation, storage, transportation or disposal of Hazardous Substances; (ii) make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities (the "Authorities") under the Laws; (iii) prepare, submit and carry out the required plans and all related bonds and other financial assurances should the Authorities demand that a clean-up plan be prepared and undertaken because of any deposit, spill, discharge or other release of Hazardous Substances at or from the Premises that occurs during the Lease Term and which arises from Lessee's use or occupancy of the Premises; and (iv) promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances that is requested by Lessor. If Lessee fails to fulfill any duty imposed under this Subsection within thirty (30) days following its request, Lessor may proceed with such efforts and, in such case, Lessee shall cooperate with Lessor in order to prepare all documents Lessor deems necessary or appropriate to determine the applicability of the Laws to the Premises and Lessee's use thereof and for compliance therewith. Lessee shall execute all such documents promptly upon Lessor's request, and any expenses incurred by Lessor shall be payable by Lessee upon demand. No such action by Lessor and no attempt made by Lessor to mitigate damages under any Law shall constitute a waiver of any of Lessee's obligations under this Subsection. Lessee's obligations and liabilities under this Article 11(b) shall survive the expiration or other termination of this Agreement.

(c) Lessee's Indemnity. Lessee shall indemnify, defend and hold harmless Lessor, its officers, directors, members, agents and employees, from all fines, suits, procedures, claims and

actions of every kind and all costs associated therewith, including reasonable attorneys' and consultants' fees, arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances at or from the Premises that occurs during the Term and which arises from Lessee's use or occupancy of the Premises or from Lessee's failure to provide all information, make all submissions or take all steps required by all Authorities under the Laws and all other environmental laws. Lessee's obligations and liabilities under this Article 11(c) shall survive the expiration or other termination of this Agreement.

(d) If, during Lessee's occupancy of the Premises, any regulated or hazardous substance is released on, under or about the Premises by Lessee or Lessee's agents, employees, affiliates, invitees, patrons, suppliers, customers, visitors, licensees, contractors or subcontractors, Lessee agrees to immediately notify Lessor and all governmental agencies required to be notified.

(e) Lessee shall provide Lessor copies of all reports provided to, or received from, all regulatory agencies referenced herein until such time as the regulatory agencies release Lessee from any further actions or monitoring of any release or violation.

(f) As used herein, "**Hazardous Substances**" shall mean any hazardous or toxic substance, material or waste that is or becomes regulated by any local, state or federal governmental authority. Hazardous Substances shall include, without limitation, the following: (i) any pollutant, oil or hazardous substance, identified or listed pursuant to Sections 307, 311 or 502 of the Federal Water Pollution Control Act (33 U.S.C. §1317, §1321 and §1362); (ii) any element, compound, mixture, solution or substance designated pursuant to Section 102 of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 U.S.C. §9602); (iii) any substance or material having the characteristics identified under or listed pursuant to Section 3001 of the Resource Conservation and Recovery Act ("RCRA") (42 U.S.C. §6921); (iv) any petroleum, crude oil, or any fraction of either not otherwise specifically listed or designated under items (i)-(iii); and (v) any waste or material, including asbestos and lead, that is listed or meets any toxicity criterion by applicable authorities.

(g) Notwithstanding the foregoing, Lessee may use and store in reasonable amounts and in accordance with applicable laws such cleaning products, automotive products and other products as are normally used, sold or stored in gas stations from time-to-time.

Article 12. Lessee's Indemnity. Lessee shall pay, and shall protect, indemnify and hold harmless Lessor and Lessor's officers, directors, members, employees, and agents from, against and in respect of, all liabilities, damages, losses, costs, expenses (including all reasonable attorneys' fees and expenses of Lessor), interest, penalties, late charges, reinstatement fees, causes of action, suits, claims, demands and judgments of any nature whatsoever arising out of, by reason of, or in connection with: (a) injury to or the death of person or damage to property (i) on the Premises or upon adjoining streets, roads or ways, (ii) in any manner arising out of, by reason of or in connection with Lessee's use, non-use, occupancy of or the conducting of Lessee's business on the Premises, or (iii) resulting from the condition of the Premises, or of adjoining streets, roads or ways; or (b) the failure of utility services; or (c) the violation of any law by reason of or resulting in any way from Lessee's use, non-use, occupancy of or the conducting of Lessee's business on the Premises; (d) any deposit, spill, discharge or other release of Hazardous Substances at or from

the Premises that occurs during the Term and which arises from Lessee's use or occupancy of the Premises or from Lessee's failure to provide all information, make all submissions or take all steps required by all Authorities under the Laws and all other environmental laws; or (e) Lessee's breach of this Agreement. This Article 12 shall survive the termination of this Agreement.

Article 13. Insurance.

(a) It is the intent of the parties that all risk of loss for the Premises be shifted to Lessee's insurance to the maximum extent practicable. Accordingly, unless Lessor otherwise agrees in its sole discretion, Lessee shall maintain, or cause to be maintained, insurance covering the risks enumerated below. The premiums for such insurance shall be paid by Lessee. Such insurance shall be written on an occurrence basis unless Lessor otherwise consents in writing, but for errors and omissions insurance issued on a claims-made basis. The policy shall provide that: (a) such insurance shall be primary coverage without reduction or right of offset or contribution on account of any insurance provided by Lessor to itself or its officers, officials, or employees; (b) such insurance shall not be altered or cancelled without thirty (30) days' written notice to Lessor; (c) such insurance shall name Lessor as an additional insured; (d) any fee mortgagee shall be named as: (i) a loss payee or mortgagee on Lessee's property damage insurance policy under a standard mortgagee clause, and (ii) an additional insured on Lessee's liability insurance policies. The insurance policies purchased by Lessee must be issued by a company authorized to conduct business in the State or by a company acceptable to the Lessor and which has a rating of A or better by A.M. Best.

(b) Property. Lessee shall, at its sole cost and expense throughout the entire Term of this Lease keep the improvements on the Premises insured against loss or damage by fire, windstorm, flood, earthquake, and such other, further and additional risks as now are or hereafter with a deductible of no more than Ten Thousand and 00/100 Dollars (\$10,000.00) per occurrence, in each case in amounts equal to the full replacement cost of the such improvements from time to time.

(c) Liability Insurance. At all times during the Term of this Lease, Lessee shall maintain a primary commercial general liability insurance ("CGL") policy covering all claims for bodily injury (including death) and property damage, including loss of use thereof in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Three Million and 00/100 Dollars (\$3,000,000.00) aggregate, with deductible provisions not to exceed Ten Thousand and 00/100 Dollars (\$10,000.00) per occurrence, to include personal and advertising injury, general aggregate, and products insurance, and contract liability to cover all insurable obligations in this Lease. The CGL policy shall include contractual liability coverage, which shall be endorsed to state that indemnity obligations specified in this Lease are insured by the carrier. Coverage shall be written with an insured rated "A" or better by AM Best. Lessor shall be named as an additional insured of such insurance.

(d) Liquor Liability. At all times during the Term of this Lease, Lessee shall maintain a minimum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) in Liquor Liability insurance. Upon approval of Lessor, Lessor shall be named as an additional insured of such insurance.

(e) Delivery of Insurance Certificates. On or prior to the Effective Date and at each policy renewal date, Lessee shall furnish to Lessor, insurance certificates or renewal certificates or, if requested by Lessor, certified copies of policies, evidencing all insurance required to be carried by Lessee in accordance with this Lease. Such certificates or policies shall name Lessor as an insured and shall name any Lessor mortgagee as mortgagee and loss payee, in accordance with the requirements contained herein. The insurance certificate or policies, as applicable, must document that the liability insurance coverage purchased by the Lessee includes contractual liability coverage to insure the indemnity agreement as stated.

(f) Evidence of Payment of Premiums. Lessee shall within ten (10) days Lessor's request therefore furnish to Lessor duplicate receipts or satisfactory evidence of the payment of all premiums on any and all insurance required to be carried by Lessee in accordance with this Lease. The insurance carrier shall give Lessor and any mortgagee of Lessor thirty (30) days' prior notice (with respect to nonpayment of premiums) of cancellation, modification, or non-renewal.

(g) Payments for Lessee by Lessor. If Lessee fails to procure the insurance required to be procured by Lessee under this Lease, or fails to pay any premium of insurance or any other sum in this Lease required to be paid by Lessee (other than Rent), Lessor may, after expiration of the applicable cure period, at Lessor's option, procure on behalf of Lessee any such insurance, and pay on behalf of Lessee any such payment or payments as may be necessary. Any sum(s) so paid or expended by Lessor on behalf of Lessee shall immediately be reimbursed and paid by Lessee to Lessor, as additional rent, within ten (10) days after demand by Lessor.

Article 14. Restoration of the Premises. In case the Premises shall be destroyed, in whole or in part, by fire, hurricane or any other casualty ("**Casualty**") not caused by the negligence or willful misconduct of Lessee, Lessor shall commence repair and restoration of the Premises within thirty (30) days after insurance proceeds become available. The Premises shall be restored to its condition prior to such damage, to the extent such repairs and restoration are covered by insurance, unless the parties agree otherwise in writing. If the Premises, in whole or in part, is damaged and Lessee retains possession, the rent from the time of commencement of the damage to the time of completion of repairs and restoration or termination of the Agreement shall be reduced pro rata to the extent that the Premises has been unusable, unless such loss or damage is caused by the negligence or willful misconduct of Lessee. In case the Premises shall be damaged or destroyed, in whole or in part, by any Casualty caused by the negligence or willful misconduct of Lessee, Lessee agrees to repair such damage and restore the Premises to its condition prior to such damage, unless the parties agree otherwise in writing.

Article 15. Lessor's Voluntary Cure of Lessee's Default. If Lessee shall fail to make any payment or perform any act required of it by this Agreement, then Lessor may, after notice to Lessee and expiration of any cure period, make such payment or perform such act with the same effect as if made or performed by Lessee. The making of any payment or the performance of any act by Lessor shall not waive or release Lessee from any default or obligation. Lessee shall reimburse Lessor all sums paid and all reasonable costs incurred by Lessor in performing the obligations of Lessee, upon Lessor's demand.

Article 16. Default and Remedies

(a) Events of Default. The occurrence of any of the following shall constitute a material default and breach of this Agreement by either party, as applicable (an "**Event of Default**"):

(i) if Lessee fails to pay any rent or other charges, payable to Lessor when and as the same shall become due;

(ii) if Lessee shall assign this Agreement or sublet the Premises, in whole or in part, in violation of this Agreement;

(iii) The abandonment of the Premises or cessation of Lessee's business for a period of twenty-four (24) hours;

(iv) if Lessee shall make a general assignment for the benefit of creditors; or shall admit in writing its inability to pay its debts as they become due; or shall file a petition in bankruptcy; or shall be adjudged bankrupt or insolvent; or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or not contesting the material allegations of a petition filed against it in any such proceeding; or shall seek or consent to or acquiesce in the appointment of a trustee, receiver or liquidator of such party or a material part of its properties; or shall voluntarily liquidate or dissolve; and

(v) if Lessee shall fail to observe, perform or comply with any other of the terms, covenants and conditions in this Agreement and shall fail to remedy such default within thirty (30) days after the receipt of written notice from Lessor.

(b) Remedies. Upon the occurrence of an Event of Default, Lessor, at its option, may, in addition to any and all other rights and remedies provided in this Agreement or otherwise at law or in equity, do or perform any or all of the following:

(i) Immediately terminate this Agreement, and Lessee's right to possession of the Premises shall immediately terminate.

(A) In such event, Lessor shall be entitled to recover from Lessee all of (1) the unpaid rent that is accrued and unpaid as of the date on which this Agreement is terminated; (2) the worth, at the time of award, of the amount by which (aa) the unpaid rent that would otherwise be due and payable under this Agreement (had this Agreement not been terminated) for the period of time from the date on which this Agreement is terminated through the final day of the Term exceeds; and (bb) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Agreement or which, in the ordinary course of events, would be likely to result therefrom.

(B) The worth, at the time of award, of the amount referred to in Article 16(b)(i)(A) shall be computed by discounting such amount at the current yield, as of the date on

which this Agreement is terminated under Article 16(b)(i), on United States Treasury Bills having a maturity date closest to the final date of the Term, plus one percent per annum.

(C) Efforts by Lessor to mitigate damages caused by an Event of Default shall not waive Lessor's right to recover damages under Article 16(b)(i).

(D) If this Agreement is terminated through any unlawful entry and detainer action, Lessor shall have the right to recover in such proceeding any unpaid rent and damages as are recoverable in such action, or Lessor may reserve the right to recover all or any part of such rent and damages in a separate suit.

(ii) Enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying the Premises or any part thereof, by force if necessary (to the extent permitted by law), without being liable for prosecution or any claim for damages thereof, and relet the Premises and receive the rent therefor; and Lessee agrees to pay to the Lessor on demand any deficiency that may arise by reason of such reletting. In the event Lessor is successful in reletting the Premises at a rent in excess of that agreed to be paid by Lessee pursuant to the terms of this Lease, Lessor and Lessee each mutually agree that Lessee shall not be entitled, under any circumstances, to such excess rent, and Lessee does hereby specifically waive any claim to such excess rent.

(iii) Enter upon the Premises, by force if necessary (to the extent permitted by law), without being liable for prosecution or any claim for damages therefor, and do whatever Lessee is obligated to do under the terms of this Agreement; and Lessee agrees to reimburse Lessor on demand for any reasonable expenses which Lessor may incur in thus effecting compliance with Lessee's obligations under this Agreement, and Lessee further agrees that Lessor shall not be liable for any damages resulting to the Lessee from such action, whether caused by the negligence of Lessor or otherwise.

(iv) Lessor shall have all other rights and remedies provided by law or in equity.

(c) Remedies Not Cumulative; No Waiver. Pursuit by Lessor of any of the foregoing remedies or any other remedy provided by law shall not constitute a forfeiture or waiver of any rent due to Lessor prior to the termination date or of any damages accruing to Lessor by reason of the violation by Lessee of any of the terms, provisions and covenants of this Agreement. No waiver by either party of any violation or breach of any of the terms, provisions and covenants of this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach of any of the Agreement terms, provisions and covenants. Forbearance by a party to enforce one or more of the remedies provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default.

(d) Injunction. Lessor may restrain or enjoin any breach or threatened breach of Lessee's covenants, duties, and obligations under this Agreement, without having to prove the inadequacy of any legal remedy or irreparable harm.

(e) Rights Cumulative. All rights, options and remedies of Lessor contained in this Agreement shall be construed and held to be cumulative and the exercise of one or more rights, remedies or options shall not be taken to exclude or waive the right to the exercise of any other.

Article 17. Return of Premises; Holdover. On or before the last day of the Term, Lessee will promptly vacate and surrender and deliver full, quiet and peaceful possession of the Premises to Lessor. Lessee shall return the Premises to Lessor at the termination of this Agreement in a clean, usable condition and in as good repair as received, natural wear and tear excepted, and free from any and all toxic, hazardous, or infectious waste or substances not present at the commencement of this Agreement. If Lessee remains in possession of the Premises after the expiration or termination of this Agreement, Lessee shall become a Lessee from month to month only upon those terms herein provided as may be applicable to such month to month tenancy, except that the rent shall be double the amount of the monthly rent (including any adjustments as provided herein) payable for the last full calendar month of the Term. Additionally, Lessee shall be liable for any and all damages incurred by Lessor as a result of Lessee's holdover. The inclusion of this paragraph in this Agreement shall not be construed as Lessor's consent to any holding over. There shall be no renewal of this Agreement by operation of law.

Article 18. Confidentiality. This Agreement shall be considered confidential, and the parties agree not to disclose this Agreement, including but not limited to the terms and conditions of **Exhibit B**, to any third party except as provided in this Section, or as otherwise required by law.

Article 19. Notices. All notices permitted or required to be sent under this Agreement shall only be effective if in writing and if sent via one of the following methods to the addresses specified below: (i) personal delivery; (ii) certified mail, return receipt requested; or (iii) nationally recognized overnight delivery service. Notices may also be sent via electronic mail and shall be deemed effective upon successful transmission, provided that notice is also sent simultaneously via one of the other methods set forth above.

If to Lessor:

If to Lessee:

The Premises

with copy to:

Pinal Patel

"A

Article 20. Miscellaneous.

(a) Assignment. Subject to the provisions of this Article, Lessee shall not assign its interest in this Agreement or sublet or license the use of the Premises to any person or entity without prior approval Lessor.

(b) Binding Effect. During the Term, the rights, duties and agreements herein contained shall be binding on and inure to the benefit of Lessor, Lessee, and their respective successors, and successors in title.

(c) Taxes. Lessee shall be solely responsible for any and all taxes levied against any personal property, improvements or additions owned or placed by Lessee on the Premises during the Term, excluding real property taxes for the Premises. Specifically excluded from the foregoing is any income tax, rent tax, capital gains tax, or similar tax imposed on Lessor in connection with the execution of this Agreement or rent paid to Lessor.

(d) Governing Law. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Alabama.

(e) Entire Agreement. This Agreement contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

(f) Waiver. No failure of Lessor to exercise any power given to Lessor hereunder or to insist upon strict compliance by Lessee of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

(g) Amendment. None of the provisions of this Agreement may be amended, waived or altered except by a written instrument executed and acknowledged by Lessor and Lessee setting forth the terms of such amendment.

(h) Invalidity. The invalidity of any provision of this Agreement shall not deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Agreement and, in the event that any provision of this Agreement is determined to be invalid, all of the remaining provisions of this Agreement shall continue in full force and effect as if such invalid provision had never been included herein.

(i) Force Majeure. Any delay in the performance of any of the duties or obligations of any Party (except the payment of money due hereunder, specifically including but not limited to the payment of Rent and Fuel Payments) caused by an event outside the affected Party's reasonable control shall not be considered a breach of this Agreement, and unless provided to the contrary herein, the time required for performance shall be extended for a period equal to the period of such delay. Such events shall include without limitation, acts of God; acts of the public enemy; terrorist acts; insurrections; riots; injunctions; embargoes; fires; explosions; floods; earthquakes; shortages of material or energy; delays in the delivery of raw materials, or other unforeseeable causes beyond

the reasonable control and without the fault or negligence of the Party so affected. The Party so affected shall give prompt notice to the other Party of such cause and shall take whatever reasonable steps are necessary to relieve the effect of such cause as rapidly as reasonably possible.

(j) Survival. The provisions of Article 11. Environmental. Article 12. Indemnity, Article 13. Insurance, Article 20. Miscellaneous and any and all obligations of the Lessee for the payment of money due to Lessor for an Event of Default during the Term, shall survive termination of this Agreement, including without limitation Article 23.

(k) Time of the Essence. Time is of the essence with respect to all matters provided in this Agreement.

(l) Waiver of Jury Trial. LESSOR AND LESSEE, TO THE FULLEST EXTENT THAT THEY MAY LAWFULLY DO SO, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY ANY PARTY TO THIS AGREEMENT WITH RESPECT TO THIS AGREEMENT, THE PREMISES, THE SERVICES, OR ANY OTHER MATTER RELATED TO THIS AGREEMENT, THE PREMISES, OR THE SERVICES.

(m) No Recordation. Lessee shall not record or file this Agreement (or any memorandum hereof) in the public records of any county or state.

(n) Signage. Lessee shall be responsible to Lessor for any damage caused by the installation, use or maintenance of said signs. Lessee agrees, upon removal of said signs, to repair all damage incident thereto.

(o) Business Day(s). If any date set forth in this Agreement for the performance of an obligation by any Party falls on Saturday, Sunday, or legal holiday, the compliance with such obligation shall be deemed acceptable on the next day which is not a Saturday, Sunday or legal holiday. As used herein, "legal holiday" shall mean any state or federal holiday for which financial institutions are generally closed in the State of Alabama.

Article 21. Limitation of Liability. If Lessor shall fail to perform any covenant, term or condition of this Agreement upon Lessor's part to be performed and, as a consequence of such default, Lessee shall recover a money judgment against Lessor, such judgment shall be satisfied only out of the interest of Lessor in the Premises, and neither Lessor, nor any of the officers, partners, directors, members or employees of Lessor, shall be liable for any deficiency.

Article 22. Estoppel Certificates. Lessor and Lessee shall, from time to time upon ten (10) business days' request by the other (but not to exceed more than three (3) times in any given calendar year), execute, acknowledge and deliver a statement, dated currently, certifying that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement is in full effect as modified, and identifying such modifications) and the dates to which the Rent, Fuel Payments, and any/all other additional costs have been paid, and that no default exists in the observance of this Lease and no event of default has occurred and is continuing, or specifying each such default or event of default of which Lessor or Lessee may have knowledge, it being intended that any such statement may be relied upon by Lessor's mortgagees

or any Lessee Mortgagee, any prospective purchaser of the interest of Lessor or Lessee in their respective premises described herein.

Article 23. Right to Purchase, Agreement to Purchase and Right of First Refusal (ROFR).

(a) Right to Purchase During Lease. Lessee shall have the absolute right to exercise the right to purchase the Premises at any time during the Term (which ends on November 30, 2025), with closing to occur no later than thirty (30) days after the exercise of such right in writing delivered to Lessor. The terms of the purchase under this provision shall be as follows:

- (i) The Lessee may opt for a purchase price of \$850,000.00 if Lessee either pays cash or obtains third-party financing for the purchase, or
- (ii) The Lessee may opt to obtain owner-financing in which case the sales price shall be \$950,000.00 with a \$350,000.00 down payment and the balance of \$600,000.00 financed by Lessor at an interest rate of 8.50% per annum (fixed) for a period of five (5) years with no prepayment penalty.

(b) Agreement to Purchase. At the end of the Term (which ends on November 30, 2025), Lessee agrees to either:

(1) Purchase according to Article 23(a) hereinabove, or

(2) Pay the Operator for purchase of all business assets \$200,000.00 and agree to a renewal lease term of five (5) years at a rental rate of \$6,000 per month. During the renewal term, Lessee shall have a Right to Purchase under the same terms as Article 23(a) except at a minimum price of \$1,200,000.00.

(c) Right of First Refusal. At all times during the term of this Lease, the Lessee shall have a right of first refusal in the event Lessor receives a bona fide offer from a third person for the purchase of the Premises, which offer Lessor shall desire to accept. In such event, Lessor shall promptly deliver to Lessee a copy of such offer, and Lessee may, within thirty (30) days thereafter, elect to purchase the Premises, with closing to occur no more than thirty (30) days after exercise of the right of first refusal. Notwithstanding anything to the contrary contained herein, in the event Lessor desires to sell the Premises during the Term, Lessee may exercise the right of first refusal, and the terms of Lessee's purchase shall be governed by Article 23(a) set forth above regardless of the amount of the third-party offer to Lessor.

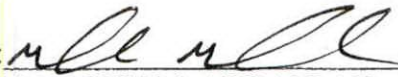
If Lessee fails to exercise the right of first refusal as set forth herein and the Premises is sold to a third-party, the new owner shall become Lessor under this Lease Agreement which shall remain in full force and effect, except that upon the sale of the Premises to a new owner, Lessee shall no longer have a right of first refusal.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers fully authorized as of the day and year first above written.

LESSOR:

MQ FOOD MART, INC.

By: 
MAISOUN M. ABDALLAH

Its: President

STATE OF ALABAMA

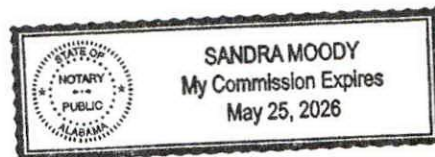
COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said County, in Said State, hereby certify that Maisoun M. Abdallah, whose name as President of MQ Food Mart, 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 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 official seal on this the 15th day of April, 2025.


NOTARY PUBLIC
My Commission Expires: 5/25/2026

[SEAL]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers fully authorized as of the day and year first above written.

LESSEE:

JAY RANCHODRAI 2024 LLC

By: 
Pinal Patel
Its Manager

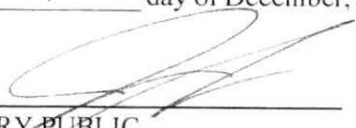
STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said County, in Said State, hereby certify that Pinal Patel, whose name as Manager of JAY RANCHODRAI 2024 LLC, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such Manager of JAY RANCHODRAI 2024 LLC., and with full authority, has executed the same voluntarily on the day the same bears date for and as the act of said company.

Given under my hand and official seal on this the 9th day of December, 2024.

Jason D. Smith
Notary Public
Alabama State at Large
My Commission Expires:
8/31/2027


NOTARY PUBLIC
My Commission Expires: _____

[SEAL]

Exhibit A

The Premises

Exhibit A

The Premises

That real property situated In the County of Mobile, State of Alabama, described as follows, to-wit:

Commencing at the Southeast corner of Government and Rickarby Streets and running thence Eastwardly along the South line of Government Street 112 feet to a point, which point is the West line of property now or formerly of Davis; thence Southwardly and parallel with the East line of Rickarby Street 155 feet, more or less, to a point; thence Westwardly and parallel with the South line of Government Street 112 feet to the East line of Rickarby Street; thence Northwardly along the East line of Rickarby Street 155 feet to a point, the place of beginning; and being the same property heretofore conveyed to the Leopoldina P. Gonzales by Gaylord L. Clark, et al, by deed dated April 15, 1924 and recorded in the Probate Court of Mobile County, Alabama in Deed Book 201 N.S., page 106,



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

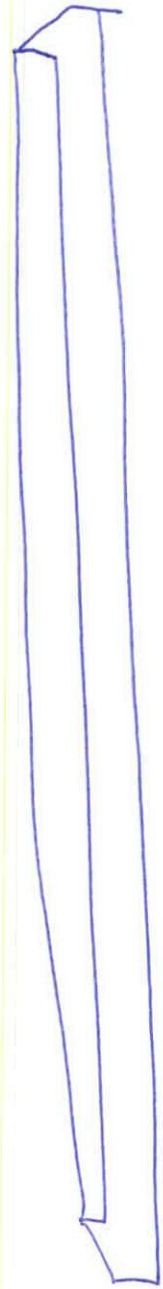
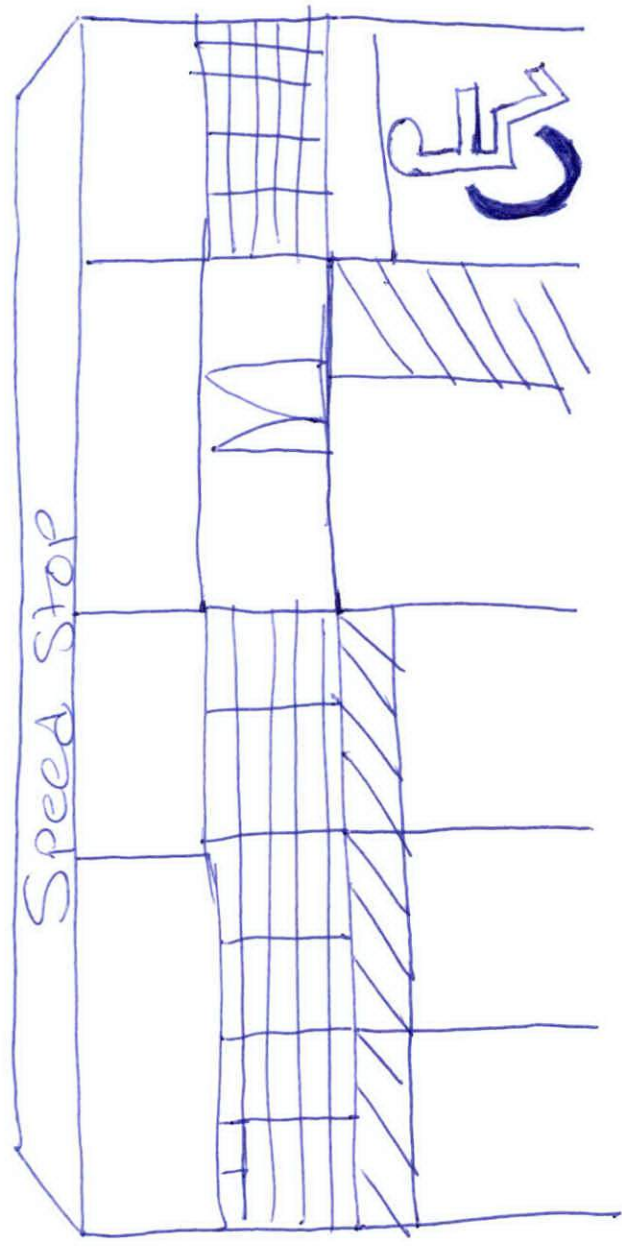
PLANNING & ZONING DEPARTMENT APPROVAL

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 JAY RANCHODRAI 2024 LLC		Trade Name (DBA) SPEED STOP			
Company Physical Address (Street Address, Suite #) 1861 Govt. St. 1		City Mobile	State AL		
		Zip Code 36606			
Business Contact Person Information					
Name PINAL PATEL	Title OWNER	Phone 9012300326	Email Speedstop1861@gmail.com		
URBAN DEVELOPMENT DEPARTMENT USE ONLY					
Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
Comments					
Print Name		Signature		Date	

12

5
2



Pump 2

Pump 1



Planning & Zoning Department

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

PERMIT NUMBER

ZC-157347-2025

Issue Date: 06/30/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022910213000019.	1861 Government St	

Business Name	Issued To	Zoning Districts
SPEED STOP	Name: PINAL PATEL Company: JJR 2024 LLC dba SPEED STOP Address: 2909 Spring Hill Ave MOBILE, AL 36607 Phone: () -	B-2

This Zoning Classification Allows the property to be used for:
CONVENIENCE STORE

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Jackson Taylor

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

Telephone: 251.208.5895

Fax: 251.208.5896

R E S O L U T I O N

Sponsored by: Councilmember Joel Daves, District 5

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: Pedros, Inc.

Location: Pedros Tacos and Tequila Bar
3649 Airport Boulevard
Mobile, AL 36608

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK

LISA C. LAMBERT
Council Agenda Date

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
07/01/2025	NEW APPLICATION	2025 - 5735	132000	5	July 15, 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

PEDROS INC

Trade Name (DBA)

PEDROS TACOS AND TEQUILA BAR

Location Address

3649 AIRPORT BLVD

City, State, Zip Code

MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK

LISA G. LAMBERT
Council Agenda Date

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
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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:

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Legal Business Name

PEDROS INC

Trade Name (DBA)

PEDROS TACOS AND TEQUILA BAR

Location Address

3649 AIRPORT BLVD

City, State, Zip Code

MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson
Principal Planner *L. Logan Anderson*

Date: July 2, 2025

Re: Application # 5735 / 3649 Airport Blvd.

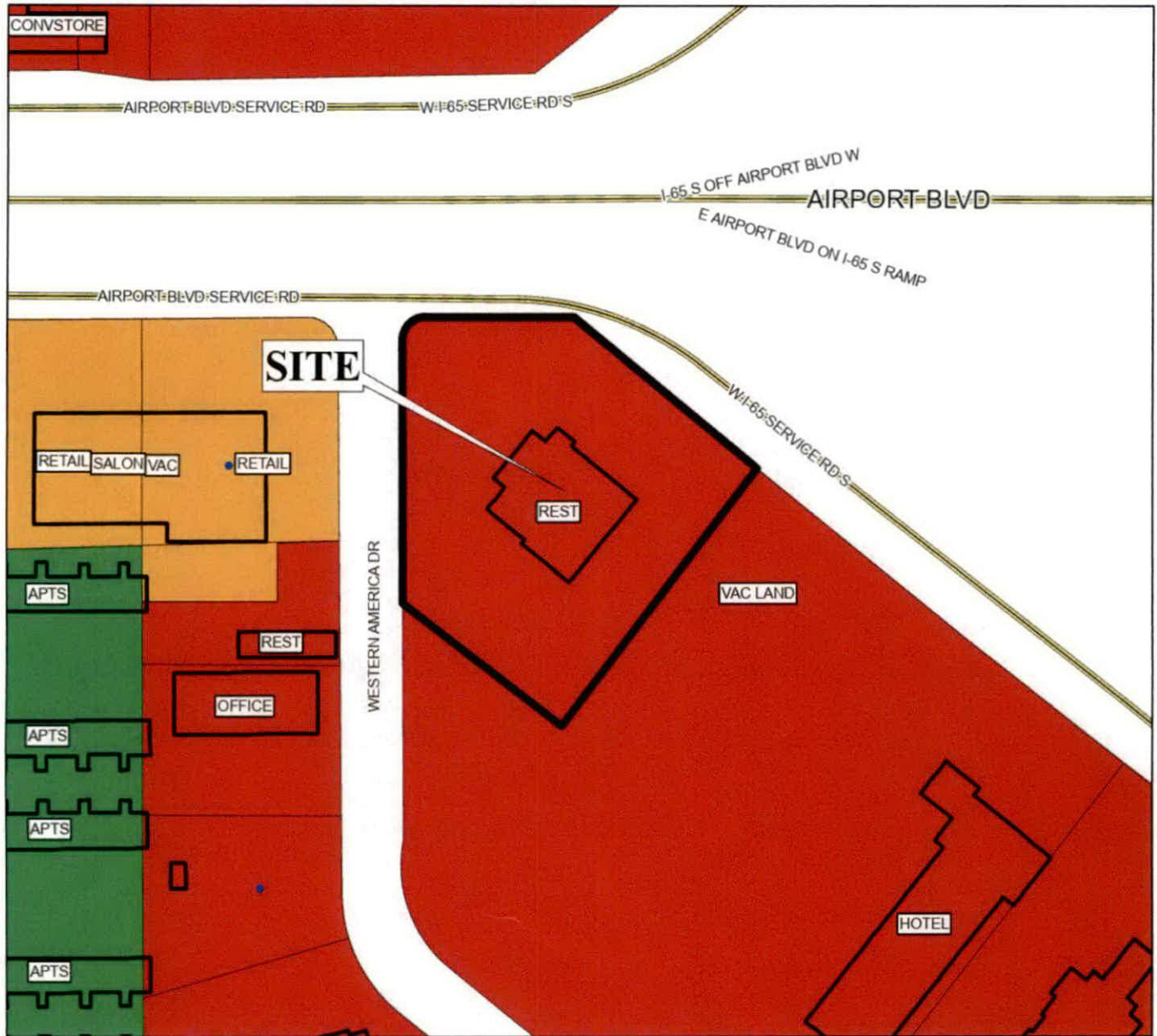
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that a restaurant with retail liquor sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 5, Joel Daves (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5735 DATE 7/15/2025

APPLICANT PEDROS INC

LOCATION 3649 AIRPORT BLVD

REQUEST ALCOHOLIC BEVERAGE LICENSE



LANDUSE SURVEY
CONDUCTED 2010

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

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
07/01/2025	NEW APPLICATION	2025 - 5735	132000	5	July 15, 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

PEDROS INC

Trade Name (DBA)

PEDROS TACOS AND TEQUILA BAR

Location Address

3649 AIRPORT BLVD

City, State, Zip Code

MOBILE AL 36608

Contact Person Information				
Name	Title	POA	Phone	Email
ILIANA M LAIRD		YES		ICASTRO@INNOVATEGR.COM

Has any outstanding license and tax issues been addressed and corrected with this business? N/A

What is/was the start date of this business?

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 07/01/2025	Application Type NEW APPLICATION	Application Number # 2025 - 5735	License Account 132000	Council District 5	Council Agenda Date July 15, 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 PEDROS INC			Trade Name (DBA) PEDROS TACOS AND TEQUILA BAR		
Business Structure Type CORP - CORPORATION		Incorporation Date 09/30/2024	SOS Entity ID 001-156-555	State AL	County MOBILE
Federal Tax ID (FEIN) 33-1247293	Alabama State Sales Tax ID R012292015		Business Phone Number (251) 366-7489		
Physical Address (Street Address, Suite #) 3649 AIRPORT BLVD		City MOBILE	State AL	Zip Code 36608	
Mailing Address (Street Address, Suite #, PO Box) 3649 AIRPORT BLVD		City MOBILE	State AL	Zip Code 36608	
Primary Business Activity at the Location Explain (other) RESTAURANT			If Location Transfer, Previous Street Address and Zip Code N/A		
Contact Person Information					
Name ILIANA M LAIRD	Title	POA YES	Phone ,	Email ICASTRO@INNOVATEGR.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 TRES BUENOS AMIGOS LLC			Property Owner Phone Number		Property Owner Email
Property Owner Mailing Address (Street Address, Suite #, PO Box) 3649 AIRPORT BLVD			City MOBILE	State AL	Zip Code 36608
Bldg Square Footage 8,566	Bldg Seating Capacity 271	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

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> GIMENEZ, RUBEN		<u>Title</u> PRESIDENT		<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>					
NO	<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>					
YES	<u>If Yes, Legal Business Name</u>	<u>Business DBA</u>	<u>Physical Location Address (Street, City, Zip Code)</u>		
	AZTECAS SARALAND INC	AZTECAS	310 INDUSTRIAL PKWY SARALAND 36571		
	AZTECAS AIRPORT INC	AZTECAS	6800 AIRPORT BLVD MOBILE 36608		
<u>Full Name (Last, First, Middle)</u> RODRIGUEZ, ARMANDO		<u>Title</u> TREASURER		<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>					
NO	<u>If Yes, Law Violation</u>	<u>Arresting Agency</u>	<u>Arrest Date</u>	<u>Disposition</u>	
YES	<u>If Yes, Legal Business Name</u>	<u>Business DBA</u>	<u>Physical Location Address (Street, City, Zip Code)</u>		
	RFA MEXICAN RESTAURANT INC	HACIENDA SAN MIGUEL	880 SCHILLINGER ROAD SOUTH MOBILE 36695		
	YUCATECO INC	AZTECAS	5452 HWY 90 MOBILE 36619		
Power of Attorney (POA) Information		Copy of Driver's License Must Be Provided for each Person			
<u>Full Name (Last, First, Middle)</u> LAIRD, ILIANA M		<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					

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

IL

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.

IL

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.

IL

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.

IL

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.

IL

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.

IL

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.

IL

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name

Date of Application Signature

Ilicia Land POA

7.01.2025

Owner/Applicant/POA Signature

Title of Person Signing this Application

[Signature] POA

POA

Sworn to and subscribed before me this 1st day of July 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

July 1, 2025



PEDROS TACOS AND TEQUILA BAR
3649 AIRPORT BOULEVARD
MOBILE, AL 36608 USA
ACCOUNT NUMBER: 132000 TERRITORY 5

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
2096784	12/2025	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT
PO BOX 3065
MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

07/01/2025 03:17PM CHARLITTA
047149-0003

BUSINESS LICENSE

PEDROS INC

132000

2025 Item: 2096784

ALCOHOL APPLICATION

FEE

Principal	\$50.00
Interest	\$0.00

\$50.00

Subtotal \$50.00

Total \$50.00

CHECK \$50.00

Check Number 2105

Change due \$0.00

Paid by: PEDROS INC



Thank you for your payment

CITY OF MOBILE COPY
DUPLICATE RECEIPT



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

PEDROS INC

Trade Name (DBA)

PEDROS TACOS AND TEQUILA BAR

Location Address

3649 AIRPORT BLVD

Zip Code

36608

Application Number

2025 - 5735

Notice Post Date @ Location

07/01/2025

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 13, 2025

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office


Applicant/POA Signature

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.

City of Mobile Alcoholic Beverage License Application Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertng requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

PEDROS INC

dba

PEDROS TACOS AND TEQUILA BAR

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

020 - RESTAURANT RETAIL LIQUOR

for the premises located at

3649 AIRPORT BLVD

, Mobile, Alabama.

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

July 15, 2025

for application number **2025 - 5735**

- 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.

 P.O.A.
Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250603154234861

Type License: 020 - RESTAURANT RETAIL LIQUOR

State: \$300.00 County: \$300.00

Type License:

State: County:

Trade Name: PEDROS TACOS AND TEQUILA BAR

Filing Fee: \$50.00

Applicant: PEDROS INC

Transfer Fee:

Location Address: 3649 AIRPORT BLVD MOBILE, AL 36608

Mailing Address: 3649 AIRPORT BLVD MOBILE, AL 36608

County: MOBILE Tobacco sales: NO

Tobacco Vending Machines:

Product Type:

Type Ownership: CORPORATION

Book, Page, or Document info: 001-156-555

Do you sell Draft Beer?:

Date Incorporated: 09/30/2024 State incorporated: AL County Incorporated: MOBILE

Date of Authority: 09/30/2024

Federal Tax ID: 33-1247293

Alabama State Sales Tax ID: R012292015

Name:	Title:	Date and Place of Birth:	Residence Address:
RUBEN GIMENEZ	PRESIDENT		
FERNANDO CHAVEZ JIMENEZ	VICE PRESIDENT		
ARMANDO RODRIGUEZ	TREASURER		

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: ILIANA LAIRD

Business Phone: 251-300-1860

Fax:

Home Phone: 251-300-1860

Cell Phone: 251-300-1860

E-mail: ICASTRO@INNOVATEGR.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: 20250603154234861



Initial each

☐ RG

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

☐ RG

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

☐ RG

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.

☐ RG

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.

☐ RG

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.

☐ RG

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): Robert Ginnert

Signature of Applicant: Robert Ginnert

Notary Name (print): Lauren Glenn

Notary Signature: Lauren Glenn

★ STATE OF MISSISSIPPI ★
LAUREN GLENN, NOTARY PUBLIC
JACKSON COUNTY

MY COMMISSION EXPIRES APRIL 18, 2027
COMMISSION NUMBER 347855

Commission expires: April 18, 2027

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250603154234861

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**

Name of Property owner/lessor and phone number: **TRES BUENOS AMIGOS LLC 251-367-7592**

What is lessors primary business? **RESTAURANTS**

Is lessor involved in any way with the alcoholic beverage business? **YES**

Is there any further interest, or connection with, the licensee's business by the lessor? **YES**

Will the business require an age restriction for all patrons/customers to be 21 years of age or older? **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: **8566**

Display Square Footage:

Building seating capacity: **271**

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)? **YES**

Name:	Violation & Date:	Arresting Agency:	Disposition:
???	???	???	???



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250603154234861

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

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

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

Has Agent verified membership applications for each member listed?

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

Agent's Initials:

For what purpose is the club organized?

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

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

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

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

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: OTHER RESTAURANTS

Is the lessor involved in any way with the alcohol beverage business?: MEXICAN RESTAURANTS

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

List of Current Members

The following individuals are the only members of: Pedro's Inc.

NAME: Ruben Gimenez

TITLE: President

NAME: Armando Rodriguez

TITLE: Treasurer

NAME: Fernando (Chavez) Jimenez

TITLE: Vice President

NAME: Ruben Chavez

TITLE: Secretary

NAME: _____

TITLE: _____

Ruben Gimenez
PRINTED NAME OF MEMBER

[Signature]
SIGNATURE OF MEMBER

Dec. 05. 2025
DATE

Receipt Confirmation Page

Receipt Confirmation Number: **20250603154234861**
Application Payment Confirmation Number: 110004728

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	\$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: CORPORATION
Trade Name: **PEDROS TACOS AND TEQUILA BAR**
Applicant Name: **PEDROS INC**
Location Address: 3649 AIRPORT BLVD
MOBILE, AL 36608
Mailing Address: 3649 AIRPORT BLVD
MOBILE, AL 36608
Contact Person: ILIANA LAIRD
Contact Home Phone: 251-300-1860
Contact Business Phone: 251-300-1860
Contact Fax:
Contact Cell Phone: 251-300-1860
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: **MANAGER**

Application Payment Receipt Confirmation Page**Receipt Confirmation Number: 20250603154234861****Application Payment Confirmation Number: 110004728**

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

Application Information

Application Type: APPLICATION

License Type 1: 020 - RESTAURANT RETAIL LIQUOR

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

Version 2.9.10



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

November 27th, 2023

Dear Mr. Gimenez,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX

TCN:0

NAME:GIMENEZ,RUBEN

SOC

ABI RESULT:IDENT

SID:AL 226

**CERTIFIED COPY
OF
ALEA DOCUMENT**

11-27-2023 10:17 ALLEA0049

*ATN/TCN048231127100826

*OPR/AFIS

*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL02365885

*-CIVIL APPLICANT RESPONSE- REPORT DATE: 11-27-2023

*NAME STATE ID NO. FBI ID NO.

*GIMENEZ,RUBEN

*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB

*M U 5 600 170 BRO BLK

*SOCIAL SECURITY SCARS-MARKS-TATTOOS

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION

* *

*LAST PAGE ON SID AL02365885

SEQ # 447 MRI # 08764448

FORM AName: Ruben GimenezBusiness Name: Pedros Inc DBA Pedros Tacos and Tequila BarBusiness Location and Tax ID No.: 3649 Airport Blvd, Mobile AL 36608 - TAX ID 33-1247293**For Official Use Only****FORM A**

Citizenship status confirmed by _____ Date _____

Proof of Citizenship Demonstration and Declaration

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

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

Please check which of the listed items has been provided.

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

CITIZENSHIP DECLARATION

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

Date 06/17/2025

Declarant's Signature



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

November 27th, 2023

Dear Mr. Rodriguez,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXXXXX

TCN:8 ;

NAME:RODRIGUEZ,ARMANDO

SOC

ABI RESULT:IDENT

SID:

**CERTIFIED COPY
OF
ALEA DOCUMENT**

11-27-2023 10:12 ALLEA0049

*ATN/TCN8002307725

*OPR/AFIS

*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL02607190

*-CIVIL APPLICANT RESPONSE- REPORT DATE: 11-27-2023

*NAME STATE ID NO. FBI ID NO.

*RODRIGUEZ,ARMANDO

*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB

*M U 601 220 BRO BLK MM

*SOCIAL SECURITY SCARS-MARKS-TATTOOS

*ALIAS NAMES

* RODRIGUEZ-GODOY,ARMANDO

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION

*

*LAST PAGE ON SID AL02607190

SEQ # 432 MRI # 08762642

FORM A

Name: Armando Rodriguez

Business Name: Pedros Inc DBA Pedros Tacos and Tequila Bar

Business Location and Tax ID No.: 3649 Airport Blvd, Mobile AL 36608 - TAX ID 33-1247293

For Official Use Only

FORM A

Citizenship status confirmed by _____ Date _____

Proof of Citizenship Demonstration and Declaration

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

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

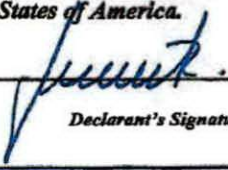
Please check which of the listed items has been provided.

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

CITIZENSHIP DECLARATION

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

Date 06/17/2025


Declarant's Signature



The following is your search criteria:

Tran ID: 17034209

Name: CHAVEZ, FERNANDO

Maiden Name/Alias:

Maiden Name/Alias 2:

SSN:

DOB:

Age:

Race: W

Sex: M

Search conducted: 6/7/2025 03:27:07 PM

The following candidates were returned based on the search criteria:

Name	Aliases/Also Known As	DOB	SSN	Sex	Race	Height	Weight	Eye	Hair
CHAVEZJIMENEZ,FERNANDO	CHAVEZ-JIMENEZ,FERNANDO ; CHAVEZ,JIMENEZ F		XXX-XX-	M	W			BRO	BLK
MORENO,FERNANDO CHAVEZ	CHAVEZ,FERNANDO ; CHAVEZ,FERNANDO MORENO		XXX- yy- 9	M	W			BRO	BLK
CHAVEZ,FERNANDO			XXX- XX- 4	M	W			BRO	BLK
CHAVEZ,FERNANDO				M	W			BRO	BRO
CHAVEZ,ISIDRO F	CHAVES,ISIDRO		XXX- XX-	M	W			BRO	BRO

The following criminal history was selected from the above list of candidates:

Criminal History

--FLORIDA CCH RESPONSE--

FC.DLE/05026144.PUR/P.ATN/ANONCCHINET/ERIKABALDERAS

SID NUMBER: 05026144

PURPOSE CODE: Public Record Checks

=====

Because additions or deletions may be made at any time, a new copy should be requested when needed for future use.

=====

- Florida Criminal History -

=====

===== IDENTITY SECTION =====

State ID

***** DEMOGRAPHICS *****
 Name Date of Birth Social Security Number
 CHAVEZJIMENEZ, FERNANDO

Sex Race Place of Birth
 Male White Mexico

Height Weight Ethnicity
 5' 10" 190 lbs

Hair Color Eye Color
 Black Brown

Other Name(s)
 CHAVEZ-JIMENEZ, FERNANDO
 CHAVEZ, JIMENEZ F

Other Sex Other Race Other Place(s) of Birth
 Unknown

Address
 UNK, PENSACOLA, Florida

***** Cycle 1 *****

OBTS 1701030159
 Arrest
 Date of Arrest 02/06/2000
 Charge 001
 Arresting Agency ORI FL0170000
 Arresting Agency Name Escambia County Sheriffs Office
 Agency Case Number 118114
 AON Description Traffic Offense

Statute Level Degree
 316.193 Misdemeanor 2nd Degree

Statute Description Traffic Offense
 Offense Literal DUI ALCOHOL OR DRUGS FIRST CONVICTION
 Charge Count 1

Judicial Charge 001-1

Arrest Charge Status Charge Resulted From Arrest

Judicial Agency ORI FL017023J
 Judicial Agency Name Escambia County Clerk of Court
 Uniform Case Number 002102200A

Sequence Number 1

Prosecution
 PON Description Traffic Offense
 Offense Literal DRIVE UNDER INFLUENCE ALCOHOL OR DRUGS

Statute Level Degree
 316.193.1a Misdemeanor 2nd Degree

Statute Description DUI INFLUENCE OF ALCOHOL OR DRUGS
 Charge Count 1
 Counsel Type Private Attorney
 Final Action Taken Filed
 Final Decision Date 02/23/2000

Court
Court Charge Status Not Applicable
CON Description Traffic Offense
Offense Literal DRIVE UNDER INFLUENCE ALCOHOL OR DRUGS

Statute Level Degree
316.193.1a Misdemeanor 2nd Degree

Statute Description DUI INFLUENCE OF ALCOHOL OR DRUGS
Charge Count 1
Trial Type None
Final Plea Nolo Contendere
Final Action Taken Guilty/Convicted
Final Decision Date 04/04/2008

Sentence
Sentence Type N/A - Not Applicable
Sentence Imposed Date 04/04/2008
Uniform Case Number
At Sentence 88888888888888
Sentence
Sequence Number 0
Confinement Type Not Applicable
Credit Time Served 0 days
Probation Length 1 years
Court Fine (\$) 645.00
Court Cost (\$) 5.00
Restitution (\$) 0.00
Sentence Provision(s) Abide by Court Restrictions
Fine or Community Service
Attend DWI School
Community Service

----- Cycle 2 -----

QRTS 1706013654
Arrest

Name(s) Date(s) of Birth Social Security Number(s)
CHAVEZ, JIMENEZ F
CHAVEZ-JIMENEZ, FERNANDO

Sex Race Place of Birth
Male White Mexico

Height Weight Ethnicity
5' 10" 190 lbs

Address

Date of Arrest 08/30/2019
Charge 001
Arresting Agency ORI FL0170000

Arresting Agency Name Escambia County Sheriffs Office
AON Description Fraud-Insuff Funds Check

Statute	Level	Degree
832.05.2b	Misdemeanor	1st Degree

Statute Description Fraud-Insuff Funds Check
Offense Literal FRAUD-INSUFF FUNDS CHECK - MAKE UTTER ISSUE UNDER 150 DOLLARS

Charge Count 1

=====

This record contains Florida information only. When explanation of a charge or disposition is needed, communicate directly with the agency that contributed the record information.

=====

This record may only be used for the purpose requested as defined by the Code of Federal Regulations and/or Florida Statute.

=====

As mandated by Florida Statute 119.071(5), full social security numbers are now exempt from public disclosure and may be disclosed only to governmental entities and certain commercial entities (upon a showing of business necessity as defined by the law). FDLE will, however, release the last four digits of the social security number. Example: XXX XX 1234.

=====

End of record

=====

--END--

APPLICANT PROCESSING - DISCLOSURE FORM

Louisiana Bureau of Criminal Identification and Information

P.O. BOX 66614 (Box A-6)
BATON ROUGE, LA 70896

RIGHT TO REVIEW

Ruben Chavez

CITY

STATE

DATE OF BIRTH

Mexico
PLACE OF BIRTH
(STATE)

Hispanic
RACE

M
SEX

155
WEIGHT

5'6
HEIGHT

Black
HAIR COLOR

brown
EYE COLOR

SOCIAL SECURITY NUMBER

DO NOT WRITE BELOW THIS LINE: (For Bureau of Criminal Identification and Information Use Only)

NOTICE: The response to your request for a criminal history check is based on a review of the State of Louisiana's criminal history records database as is available at the time of request. This does not preclude the possible existence of conviction information not available in our database.

CRIMINAL HISTORY DETERMINATION:

☒ RAPSHEET ATTACHED

☐ RESPONSE BELOW

06/11/2025 11:32:55
REQUESTED BY: MJOSEPH

SID: 0002899388 PAGE 1 OF 3

STATE OF LOUISIANA
FOR USE BY AUTHORIZED CRIMINAL JUSTICE AGENCIES ONLY
(FINGERPRINTS ARE NECESSARY FOR A POSITIVE ID)

COMPLETE INVESTIGATIVE REPORT

CONFIDENTIAL RECORDS

CRIMINAL RECORD OF: CHAVEZ, RUBEN
STATE ID: 0002899388 BIRTH DATE:
RACE: W HEIGHT: 5' 6" HAIR: BLK
SEX: M WEIGHT: 178 EYES: BRO
SSN: OLS/OLN
STATUS: ABO, ATC, COA, RTR, SCLE, VIDG

FBI: 45498KB1
DOC:
DNA ON FILE: YES
III: MSO

ALIASES

CHAVEZ, RUBEN
CHAVEZ, REUBEN
CHAVEZ, RUBEN
JIMENEZ, RUBEN

SSN	OLS/OLN	ID THEFT
423291180	LA10142770	NO
423291180	LA10142770	NO
423291180	LA010142770	NO
423291180	LA10142770	NO

SUMMARY

DATE	AGENCY	TEXT
08/14/2009	LSP VIDEO GAMING	APPLICATION, AFIS-ATN: LBOIB0947686
04/12/2011	ALCOHOL AND TOBACCO CONTROL	APPLICATION, AFIS-ATN: LBOIB1113890
04/10/2012	ALCOHOL AND TOBACCO CONTROL	APPLICATION, AFIS-ATN: LBOIB1214794
05/01/2015	EAST BATON ROUGE, LA SO	ARRESTED, ATN: 170011503800
07/19/2017	ALCOHOL AND TOBACCO CONTROL	APPLICATION, AFIS-ATN: LBOIB1709806
05/08/2018	LSP CRIMINAL IDENTIFICATION AND INFORMATION APPLICATION, AFIS-ATN: LBOIB1804218	
09/28/2018	SLIDELL, LA PD	APPLICATION, AFIS-ATN: LBOIF1800502
12/13/2018	SHREV CITY ORD/EMP	APPLICATION, AFIS-ATN: PDSA11812887
02/19/2020	SLIDELL, LA PD	APPLICATION, AFIS-ATN: LBOIA2000963
06/23/2020	HARAHAN, LA PD	APPLICATION, AFIS-ATN: LBOIB2006732
08/31/2020	CHILD PROTECTION ACT	APPLICATION, AFIS-ATN: LBOIB2008433
02/27/2023	ALCOHOL AND TOBACCO CONTROL	APPLICATION, AFIS-ATN: LBOIB2302629
02/02/2024	LSP CRIMINAL IDENTIFICATION AND INFORMATION APPLICATION, AFIS-ATN: LBOI82400993	
06/11/2025	LSP CRIMINAL IDENTIFICATION AND INFORMATION APPLICATION, AFIS-ATN: LBOI52501639	

APPLICANT

DATE:
AGENCY: LSP VIDEO GAMING
NAME: CHAVEZ, REUBEN
DESCRIPTION: VIDEO GAMING

LID: 00947686
AFIS ATN: LBOIB0947686
APTN: 32621504

APPLICANT

DATE:
AGENCY: ALCOHOL AND TOBACCO CONTROL
NAME: CHAVEZ, RUBEN
DESCRIPTION: ALCOHOL BEVERAGE CONTROL

LID: 01113890
AFIS ATN: LBOIB1113890
APTN: 32794645

TRUE COPY

SIGNATURE

DATE

A P P L I C A N T

DATE: 04/10/2012
AGENCY: ALCOHOL AND TOBACCO CONTROL
NAME: CHAVEZ, RUBEN
DESCRIPTION: ALCOHOL BEVERAGE CONTROL

LID: 01214794
AFIS ATN: LBOIB1214794
APTN:

A P P L I C A N T

DATE: 07/19/2017
AGENCY: ALCOHOL AND TOBACCO CONTROL
NAME: CHAVEZ, RUBEN
DESCRIPTION: ALCOHOL BEVERAGE CONTROL

LID:
AFIS ATN: LBOIB1709806
APTN:

A P P L I C A N T

DATE: 05/08/2018
AGENCY: LSP CRIMINAL IDENTIFICATION AND INFORMATION
NAME: CHAVEZ, RUBEN
DESCRIPTION: RIGHT TO REVIEW

LID:
AFIS ATN: LBOI81804218
APTN:

A P P L I C A N T

DATE: 09/28/2018
AGENCY: SLIDELL, LA PD
NAME: CHAVEZ, RUBEN
DESCRIPTION: ALCOHOL BEVERAGE ORDINANCES

LID:
AFIS ATN: LBOIF1800502
APTN:

A P P L I C A N T

DATE: 12/13/2018
AGENCY: SHREV CITY ORD/EMP
NAME: CHAVEZ, RUBEN
DESCRIPTION: SHREV CITY ORD/EMP

LID:
AFIS ATN: PDSA11812887
APTN:

A P P L I C A N T

DATE: 02/19/2020
AGENCY: SLIDELL, LA PD
NAME: CHAVEZ, RUBEN
DESCRIPTION: ALCOHOL BEVERAGE ORDINANCES

LID:
AFIS ATN: LBOIA2000963
APTN:

A P P L I C A N T

DATE: 06/23/2020
AGENCY: HARAHAHAN, LA PD
NAME: CHAVEZ, RUBEN
DESCRIPTION: ALCOHOL BEVERAGE ORDINANCES

LID:
AFIS ATN: LBOIB2006732
APTN:

A P P L I C A N T

DATE: 08/31/2020

LID:

TRUE COPY

Mr. Joseph
SIGNATURE

06.11.25
DATE

AGENCY: CHILD PROTECTION ACT
 NAME: CHAVEZ, RUBEN
 DESCRIPTION: CHILD PROTECTION ACT - ADOPTIVE PARENT

AFIS ATN: LBOIB2008433
 APTN:

A P P L I C A N T

DATE: 02/27/2023
 AGENCY: ALCOHOL AND TOBACCO CONTROL
 NAME: CHAVEZ, RUBEN
 DESCRIPTION: ALCOHOL BEVERAGE CONTROL

LID:
 AFIS ATN: LBOIB2302629
 APTN:

A P P L I C A N T

DATE: 02/02/2024
 AGENCY: LSP CRIMINAL IDENTIFICATION AND INFORMATION
 NAME: CHAVEZ, RUBEN
 DESCRIPTION: RIGHT TO REVIEW

LID:
 AFIS ATN: LBOI82400993
 APTN:

A P P L I C A N T

DATE: 06/11/2025
 AGENCY: LSP CRIMINAL IDENTIFICATION AND INFORMATION
 NAME: CHAVEZ, RUBEN
 DESCRIPTION: RIGHT TO REVIEW

LID:
 AFIS ATN: LBOI52501639
 APTN:

ARREST DATE: 05/01/2015
 AGENCY: EAST BATON ROUGE, LA SO (LA0170000)
 NAME: CHAVEZ, RUBEN

LID: 15028711
 AFIS ATN: 170011503800

CHARGE 1

R.S. 14:35.3(MISD) DOMESTIC ABUSE BATTERY
 DISPOSITION: 11/12/2015 DISMISSED

COUNTS 1

CASE: R.S. 14:35.3C DOMESTIC ABUSE BATTERY
 DISPOSITION: 12/10/2019 CMIS 11/12/2015 19TH JUDICIAL DISTRICT COURT-EAST
 BATON ROUGE DOCKET 07-15-0233 DISMISSED 14:35.3C DOMESTIC ABUSE BATTERY

THE RESPONSE TO YOUR REQUEST FOR CRIMINAL HISTORY RECORD CHECK IS BASED
 ON A REVIEW OF THE STATE OF LOUISIANA'S CRIMINAL HISTORY RECORDS DATABASE
 ONLY. THIS DOES NOT PRECLUDE THE EXISTENCE OF A RECORD IN A LOCAL AGENCY
 ANOTHER STATE, OR THE FBI CJIS DIVISION.

** END OF RAP SHEET **

TRUE COPY

M. Joseph 06/16/25
 SIGNATURE DATE

PEDRO'S, INC.

POWER OF ATTORNEY

By affixing my signature below I, Ruben Gimenez-President of Pedro's Inc., located at 3649 Airport Blvd, Mobile, AL 36608, make, constitute, and appoint, Iliana M Laird, residing at 9653 Chambers Dr., Mobile, AL 36695, my true and lawful attorney in fact, for me and in my name and stead, and to my use, for the purpose of obtaining a City of Mobile and Mobile County permit liquor license. I hereby give to my attorney full authority and power to do anything and everything whatsoever required or obligated to be done, at least to the extent I could or might do, with full power of substitution and revocation. I hereby confirm and sanction all that said attorney shall lawfully do or cause to be done, acting on my behalf and in my stead.

Signed this 25th day of June 2025.



Ruben Gimenez-President

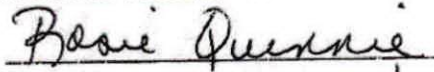
STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned authority, personally appeared Ruben Gimenez, whose name is signed to the foregoing document, and who acknowledged to me that he signed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office on this the 25th day of June 2025.

NOTARY PUBLIC



My commission expires

04/11/2027

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF INCORPORATION

PURPOSE: In order to form a Business Corporation under Sections 10A-1-3.05 and 10A-2A-2.02 of the Code of Alabama 1975, this Certificate of Incorporation and the appropriate filing fee 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 corporation (must contain the word "Corporation" or "Incorporated," or the abbreviation of one of those words, and comply with Code of Alabama Section 10A-1-5.04):

Pedro's, Inc.

2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.

3. Street (**No PO Boxes**) address of principal office of the corporation:

3649 Airport Blvd. Mobile, AL 36608

Mailing address of principal office (if different from street address):

P.O. Box 91330 Mobile, AL 36691-1330

4. The name of the registered agent (only one agent): Ruben Gimenez

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

*COUNTY of above address: MOBILE

Mailing address in Alabama of registered office (if different from street address):

P.O. Box 91330 Mobile, AL 36691-1330

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-156-555	D/C
Date	09/30/2024
Time	15:04:00
File	\$100.00
County	\$100.00
Total	\$200.00

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF INCORPORATION

5. Purpose for which corporation is formed: _____

Operate a Mexican Restaurant

the purpose includes the transaction of any lawful business for which corporations may be incorporated in Alabama under Title 10A, Chapter 2A of the Code of Alabama.

6. Amount of stock the corporation is authorized to issue: 1000 Par Value 1.00
(optional)

7. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

8. The name(s) of the Incorporator(s): See attached

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

9. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.



Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the corporation.

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

9 / 30 / 2024

Date (MM/DD/YYYY)

Ruben Gimenez

Signature as required by 10A-2A-1.20

Member

Title

Additional Details

Incorporators

Incorporator

Ruben Gimenez

Street Address

Mailing Address

P.O. Box 91330
Mobile, AL 36691-1330

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:

Pedro's, Inc.

This name reservation is for the exclusive use of Ruben Gimenez, P.O. Box 91330,
Mobile, AL 36691-1330 for a period of one year beginning September 30, 2024
and expiring September 30, 2025



RES180079

**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 30, 2024

Date

A handwritten signature in black ink, appearing to read "Wes Allen".

Wes Allen

Secretary of State

BY-LAWS
OF
PEDRO'S, INC.

ARTICLE I - OFFICES

The principal office of the corporation in the State of Alabama shall be located in the City of Mobile, County of Mobile. The corporation may have such other offices, either within or without the State of incorporation as the board of directors may designate or as the business of the corporation may from time to time require.

ARTICLE II - STOCKHOLDERS

1. ANNUAL MEETING.

The annual meeting of the stockholders shall be held on the 15th day of March in each year, beginning with the year 2025 at the hour five o'clock p.m., for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday such meeting shall be held on the next succeeding business day.

2. SPECIAL MEETINGS.

Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president or by the directors, and shall be called by the president at the request of the holders of not less than 50 per cent of all the outstanding shares of the corporation entitled to vote at the meeting.

3. PLACE OF MEETING.

The directors may designate any place, either within or without the State unless otherwise prescribed by statute, as the place of meeting for any annual meeting or for any special meeting called by the directors. A waiver of notice signed by all stockholders entitled to vote at a meeting may designate any place, either within or without the state unless otherwise prescribed by statute, as the place for holding such meeting. If no designation is made, or if a special meeting or otherwise called, the place of meeting shall be the principal office of the corporation.

4. NOTICE OF MEETING.

Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than seven nor more than ten days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officer or persons calling the meeting, to each stockholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the stockholder at his address as it appears on the stock transfer books of the corporation, with postage thereon prepaid.

5. FIXING OF RECORD DATE

For the purpose of determining Stockholders entitled to notice of or to vote at any meeting of Stockholders or any adjournment thereof, or Stockholders entitled to receive payment of any dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of Stockholders. When a determination of Stockholders entitled to vote at any meeting of stockholders has been made as provided in this section, such determination shall apply to any adjournment thereof.

6. VOTING LISTS.

The officer or agent having charge of the stock transfer books for shares of the corporation shall make, at least ten (10) days before each meeting of Stockholders, a complete list of the stockholders entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any Stockholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Stockholder during the whole time of the meeting. The original stock transfer book shall be prima facie evidence as to who are the Stockholders entitled to examine such list or transfer books or to vote at the meeting of Stockholders.

7. QUORUM.

At any meeting of stockholders six hundred seventy of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of stockholders. If less than said number of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time

without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The stockholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

8. PROXIES.

At all meetings of stockholders, a stockholder may vote by proxy executed in writing by the stockholder or by his duly authorized attorney in fact. Such proxy shall be filed with the secretary of the corporation before or at the time of the meeting.

9. VOTING.

Each stockholder entitled to vote in accordance with the terms and provisions of the certificate of incorporation and these by-laws shall be entitled to one vote, in person or by proxy, for each share of stock entitled to vote held by such stockholders. Upon the demand of any stockholder, the vote for directors and upon any question before the meeting shall be by ballot. All elections for directors shall be decided by plurality vote; all other questions shall be decided by the majority vote except as otherwise provided by the Certificate of Incorporation or the laws of the State.

10. ORDER OF BUSINESS.

The order of business at all meetings of the stockholders, shall be as follows:

1. Roll Call.
2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes of preceding meeting.
4. Reports of Officers.
5. Reports of Committees.
6. Election of Directors.
7. Unfinished Business.
8. New Business

11. INFORMAL ACTION BY STOCKHOLDERS.

Unless otherwise provided by law, any action required to be taken at a meeting of the shareholders, or any other action which may be taken at a meeting of the shareholders, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III - BOARD OF DIRECTORS

1. GENERAL POWERS.

The business and affairs of the corporation shall be managed by its board of directors. The directors shall in all cases act as a board, and they may adopt such rules and regulations for the conduct of their meetings and the management of the corporation, as they may deem proper, not inconsistent with these by-laws and the laws of this State.

2. NUMBER, TENURE AND QUALIFICATIONS.

The number of directors of the corporation shall be four. Each director shall hold office until the next annual meeting of stockholders and until his successor shall have been elected and qualified.

3. REGULAR MEETINGS.

A regular meeting of the directors, shall be held without other notice than this by-law immediately after, and at the same place as, the annual meeting of stockholders. The directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

4. SPECIAL MEETINGS.

Special meetings of the directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the directors may fix the place for holding any special meeting of the directors called by them.

5. NOTICE.

Notice of any special meeting shall be given at least seven days previously thereto by written notice delivered personally, or by telegram or mailed to each director at his business address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage

thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

6. QUORUM.

At any meeting of the directors one shall constitute a quorum for the transaction of business, but if less than said number is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

7. MANNER OF ACTING.

The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the directors.

8. NEWLY CREATED DIRECTORSHIPS AND VACANCIES.

Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the board for any reason except the removal of directors without cause may be filled by a vote of a majority of the directors then in office, although less than a quorum exists. Vacancies occurring by reason of the removal of directors without cause shall be filled by vote of the stockholders. A director elected to fill a vacancy caused by resignation, death or removal shall be elected to hold office for the unexpired term of his predecessor.

9. REMOVAL OF DIRECTORS.

Any or all of the directors may be removed for cause by vote of the stockholders or by action of the board. Directors may be removed without cause only by vote of the stockholders.

10. RESIGNATION.

A director may resign at any time by giving written notice to the board, the president or the secretary of the corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the board or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

11. COMPENSATION.

No compensation shall be paid to directors, as such, for their services, but by resolution of the board a fixed sum and expenses for actual attendance at each regular or special meeting of the board may be authorized. Nothing herein contained shall be

construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

12. PRESUMPTION OF ASSENT.

A director of the corporation who is present at a meeting of the directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

13. EXECUTIVE AND OTHER COMMITTEES.

The board, by resolution, may designate from among its members an executive committee and other committees, each consisting of three or more directors. Each such committee shall serve at the pleasure of the board.

ARTICLE IV - OFFICERS

1. NUMBER.

The officers of the corporation shall be a president, a vice-president, a secretary and a treasurer, each of whom shall be elected by the directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the directors.

2. ELECTION AND TERM OF OFFICE.

The officers of the corporation to be elected by the directors shall be elected annually at the first meeting of the directors held after each annual meeting of the stockholders. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

3. REMOVAL

Any officer or agent elected or appointed by the directors may be removed by the directors whenever in their judgement the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

4. VACANCIES.

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the directors for the unexpired portion of the term.

5. PRESIDENT.

The president shall be the principal executive officer of the corporation and, subject to the control of the directors, shall in general supervise and control all of the business and affairs of the corporation. He shall, when present, preside at all meeting of the stockholders and of the directors. He may sign, with the secretary or any other proper officer of the corporation thereunto authorized by the directors, certificates for shares of the corporation, any deeds, mortgages, bonds, contracts, or other instruments which the directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the directors or by these by-laws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the directors from time to time.

6. VICE-PRESIDENT.

In the absence of the president or in event of his death, inability or refusal to act, the vice-president shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice-president shall perform such other duties as from time to time may be assigned to him by the President or by the directors.

7. SECRETARY.

The secretary shall keep the minutes of the stockholders' and of the directors' meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these by-laws or as required, be custodian of the corporate records and of the seal of the corporation and keep a register of the post office addresses of each stockholder which shall be furnished to the secretary by such stockholder, have general charge of the stock transfer books of the corporation and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the directors.

8. TREASURER

If required by the directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the directors shall determine. He shall

have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with these by-laws and in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the directors.

9. SALARIES.

The salaries of the officers shall be fixed from time to time by the directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the corporation.

ARTICLE V - CONTRACTS, LOANS, CHECKS AND DEPOSITS

1. CONTRACTS.

The directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

2. LOANS.

No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the directors. Such authority may be general or confined to specific instances.

3. CHECKS, DRAFTS, ETC.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the directors.

4. DEPOSITS.

All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the directors may select.

ARTICLE VI - CERTIFICATES FOR SHARES AND THEIR TRANSFER

1. CERTIFICATES FOR SHARES.

Certificates representing shares of the corporation shall be in such form as shall be determined by the directors. Such certificates shall be signed by the president and by the secretary or by such other officers authorized by law and by the directors.

All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the stockholders, the number of shares and date of issue, shall be entered on the stock transfer books of the corporation. All certificates surrendered to the corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate a new one may be issued therefor upon such terms and indemnity to the corporation as the directors may prescribe.

2. TRANSFERS OF SHARES.

(a) Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, and cancel the old certificate; every such transfer shall be entered on the transfer book of the corporation which shall be kept at its principal office.

(b) The corporation shall be entitled to treat the holder of record of any share as the holder in fact thereof, and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person whether or not it shall have express or other notice thereof, except as expressly provided by the laws of this state.

(c) No shareholder may sell or transfer his share interest in the corporation until he has first offered his share interest to the other shareholders of the corporation, as follows:

(1) The selling shareholder shall give written notice to the other shareholders that he desires to sell his share interest,

(2) For a period of 120 days from the date of such written notice, the remaining shareholders shall have the option to purchase the share interest of the selling shareholder at the then fair market value of the shares to be sold.

(3) In the event that the remaining shareholders do not exercise their option to purchase the share interest of the selling shareholder, the selling shareholder shall be free to sell his shares to a prospective purchaser who is not a shareholder at a price equal to or greater than the current fair market value for the shares. In no event may the shares be sold at below fair market value.

(4) In the event that the selling shareholder sells his share interest to one who is not a shareholder, the purchasing shareholder shall be required to pay a \$1,000.00 transfer fee to the corporation incident to the transfer of the stock on the books of the corporation.

(5) Upon the death or legal incompetency of an individual shareholder, his personal representative shall have all of the rights of a shareholder for the purpose of settling or managing his estate, and such power as the decedent or incompetent possesses to constitute a successor as an assignee of its interest in the corporation and to join with such assignee in making application to substitute such assignee as a shareholder.

ARTICLE VII - FISCAL YEAR

The fiscal year of the corporation shall begin on the 1st day of January in each year.

ARTICLE VIII - DIVIDENDS

The directors may from time to time declare, and the corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law.

ARTICLE IX - SEAL

The directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation, the state of incorporation, year of incorporation and the words, "Corporate Seal".

ARTICLE X - WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any stockholder or director of the corporation under the provisions of these by-laws or under the provisions of the articles of incorporation, a waiver thereof in writing, signed by the person or persons entitled to such notice,

whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI - AMENDMENTS

These by-laws may be altered, amended or repealed and new by-laws may be adopted by a vote of the stockholders representing a majority of all the shares issued and outstanding, at any annual stockholders' meeting or at any special stockholders' meeting when the proposed amendment has been set out in the notice of such meeting.



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

Date of this notice: 09-30-2024

Employer Identification Number:
33-1247293

Form: SS-4

Number of this notice: CP 575 A

PEDRO S INC
PO BOX 91330
MOBILE, AL 36691

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 33-1247293. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1120

04/15/2025

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.



2025

SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

PEDROS INC
3649 AIRPORT BLVD
MOBILE, AL 36608-1681

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012292015	12/1/2024	12/31/2025

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

NON-TRANSFERABLE

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

NAICS CODE: 722511

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner

ALABAMA DEPARTMENT OF REVENUE
SALES AND USE TAX
P.O. BOX 327710
MONTGOMERY, AL 36132-7710

RETURN SERVICE REQUESTED

L0774161888

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE PAID
MONTGOMERY, AL.
PERMIT NO. 1667



*****AUTO**ALL FOR AADC 365 Tray 3 : Piece 1424

PEDROS INC
PO BOX 91330
MOBILE AL 36691-1330

REAL ESTATE LEASE

This Lease Agreement (Lease) is made effective as of March 1, 2025, by and between **Tres Buenos Amigos L.L.C.** (Landlord) and **Pedros, Inc.** (Tenant). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to the Tenant, a commercial building (the "Premises") located at 3649 Airport Blvd., Mobile, AL 36608.

OCCUPANTS. The Premises may not be occupied by more persons than the fire marshal will allow.

TERM. The lease term will begin on March 1, 2025 and will terminate on February 28, 2030.

RENEWAL TERMS. There are no renewal terms for this Lease.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly payments of \$15,000.00 per month, payable in advance on the first day of each month, for total lease payments of \$900,000.00. Lease payments shall be made to the Landlord at 3649 Airport Blvd., Mobile, AL 36608 which may be changed from time to time by Landlord.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$35.00 for each check that is returned to Landlord for lack of sufficient funds.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

USE OF PREMISES/ABSENCES. Tenant shall occupy and use the Premises as a Mexican styled restaurant. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

MAINTENANCE. Tenant's obligation for maintenance shall include:

- the roof, outside walls, and other structural parts of the building
- the parking lot, driveways, and sidewalks
- the sewer, water pipes, and other matters related to the plumbing
- the electrical wiring
- the air conditioning system
- the heating system

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspection, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services in connection with the Premises and shall maintain monitored security provided by a reputable third party.

PROPERTY INSURANCE. Tenant shall be responsible for all insurance coverage on the building, equipment, and furnishings, including property damage, liability, and storm damage.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

Real Estate Taxes. Landlord shall pay all real estate taxes and assessments for the Premises.

Personal Property Taxes. Tenant shall pay all personal property taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises.

DEFAULTS. Tenant shall be in default of this Lease, if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within twenty days (or any other obligation within twenty days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs,

damages, and expenses suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent".

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

NON-COMPETE. This Lease is granted to the Tenant subject to the terms and conditions of the non-competition covenant signed on same date.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by main, postage prepaid, addressed as follows:

LANDLORD:

Name: Tres Buenos Amigos, L.L.C.
Address: 3649 Airport Blvd.
Mobile, AL 36608

TENANT:

Name: Pedros, Inc.
Address: 3649 Airport Blvd.
Mobile, AL 36608

Such addresses may be changed from time to time by either party by providing notice as set forth above.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or condition in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

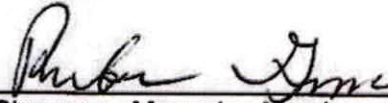
SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

GOVERNING LAW. this Lease shall be construed in accordance with the laws of the State of Alabama.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

ADDITIONAL PROVISION. At the expiration of this lease the Premises shall be returned to the Landlord in like condition with reasonable wear excepted.

LANDLORD: 
Ruben Gimenez – Managing Member of Tres Buenos Amigos, L.L.C.

TENANT: 
Ruben Gimenez – President of Pedros, Inc.

PEDRO'S
MEXICAN GRILL

BLDC-128818-2024

3649 AIRPORT BLVD. BLDC-128818-2024 MOBILE, AL

6425 Jordin Rd.

Daphne, Alabama

Ph 251-433-0217 · Fx 251-433-0218

PROJECT MANAGEMENT

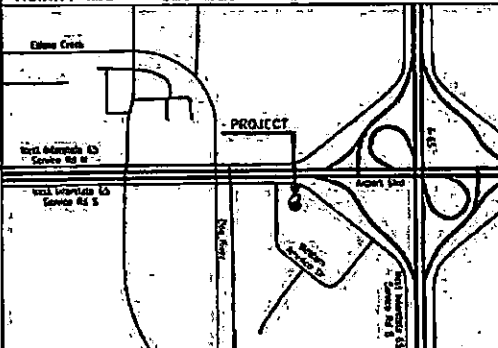
GENERAL NOTES

- [illegible]

OWNER INFORMATION

ORIGIN: RUBEN GOMEZ / RUBEN CHAVEZ
 ADDRESS:
 PHONE: (830) 554-5233
 EMAIL: ELPASO2074@HOTMAIL.COM

VICINITY MAP



DRAWING INDEX

- | | | |
|------|--------------------------------------|---|
| - | TITLE SHEET | MECHANICAL |
| B-01 | BUILDING CODE SUMMARY | M-01 MECH PLAN & NOTES |
| | | M-02 MECH SCHEDULES & DETAILS |
| | | |
| C-01 | LAND OCCUPANCY PLAN / CUS-KIDDER-TUL | ELECTRICAL |
| C-10 | SITE LAYOUT | E1 ELECTRICAL GENERAL NOTES & LEGENDS |
| C-20 | CLARING & DRAINAGE | E2 ELECTRICAL SITE PLAN |
| C-30 | ELEVATION & ELEVATION | E3 ELECTRICAL POWER PLAN |
| C-40 | GRAVEL | E4 ELECTRICAL LIGHTING PLAN |
| C-50 | GRADE OF-ROAD | E5 ROOF TOP PLAN |
| | | |
| | | PLUMBING |
| | | P-01 PLUMBING PLAN, WALK, SCHEDULES & ESE |
| | | |
| | | LANDSCAPE |
| | | L1 LANDSCAPE PLAN |

REV. 1 6/19/24
REV. 2 11/24/24



FEBRUARY 28, 2020





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 Pedros Inc				Trade Name (DBA) Pedros Tacos and Tequila Bar			
Company Physical Address (Street Address, Suite #) 3649 Airport Blvd				City Mobile	State AL	Zip Code 36608	
Business Contact Person Information Name Ruben Gimenez		Title Owner	Phone (251)366-7489	Email			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 8566	Parking Provided 29+	Parking Required 29	Compliance ✓	Zoning B-3	Approved ✓		
Comments EXISTING RESTAURANT							
Print Name CALDWELL C WHISTLER		Signature Caldwell C. Whistler			Date 6-20-2025		

NOTES:

1. REPAIR OR REPLACE DAMAGED OR NON-FUNCTIONING ROADS.
2. SITE LAYOUT AND IS EXISTING AND NOT FOR CONSTRUCTION.
3. DISTURBANCE FROM LANDSCAPING AND IS NOT FOR CONSTRUCTION.

NOTES:
1. REPAIR OR REPLACE DAMAGED OR NON-FUNCTIONING PNEUMATIC COMPONENTS.
2. SITE LANDSCAPING IS EXISTING. NO LANDSCAPE PLAN IS BEING REQUESTED FOR LAND DISTURBANCE PERMITTING THIS PLAN IS FOR GROUND REVEALED LANDSCAPING IMPROVEMENTS



	PEDRO'S MEXICAN GRILL		
	3649 AIRPORT BLVD. MOBILE, AL	PROJECT MANAGER 6783 Jordan Road Daphne, AL 36626 904-9607 11-24-08	
DATE PLUZZ DRAWING CHECKED TITLE: LANDSCAPE PLAN REVISOR 22. DATE SHEET	L1		ARCHITECT 11-24-08

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances “adopted December 5, 2017, the accessory structure at **607 BELSAW AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 5, 7, 8 and 15; and**

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **607 BELSAW AVENUE** described as:

LOTS 7 & 8 BLK 2 DIXIE PARK MBK 3 PG 273 #SEC 25 T4S R1W
#MP29 07 25 0 002

Parcel Number: 29 07 25 0 002 021

Last Assessed to: TAYLOR MARY

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolish** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted: _____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

July 7, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, July 15, 2025**.

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **607 BELSAW AVENUE**.
OWNED BY OR MAY HAVE AN INTEREST: **TAYLOR MARY** IS A PUBLIC NUISANCE AS SET FORTH
BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE
ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 07 25 0 002 021

COUNCIL DISTRICT 2 – WILLIAM CARROLL

**LEGAL DESCRIPTION: LOTS 7 & 8 BLK 2 DIXIE PARK MBK 3 PG 273 #SEC 25 T4S R1W #MP29
07 25 0 002**

GJ/md



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

607 BELSAW AVENUE

Property Details

Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	01/17/2025	Comments	

Property Score

Score	70	Score Description	DEMO
-------	----	-------------------	------

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

2-3-25

Noted 4 to 0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

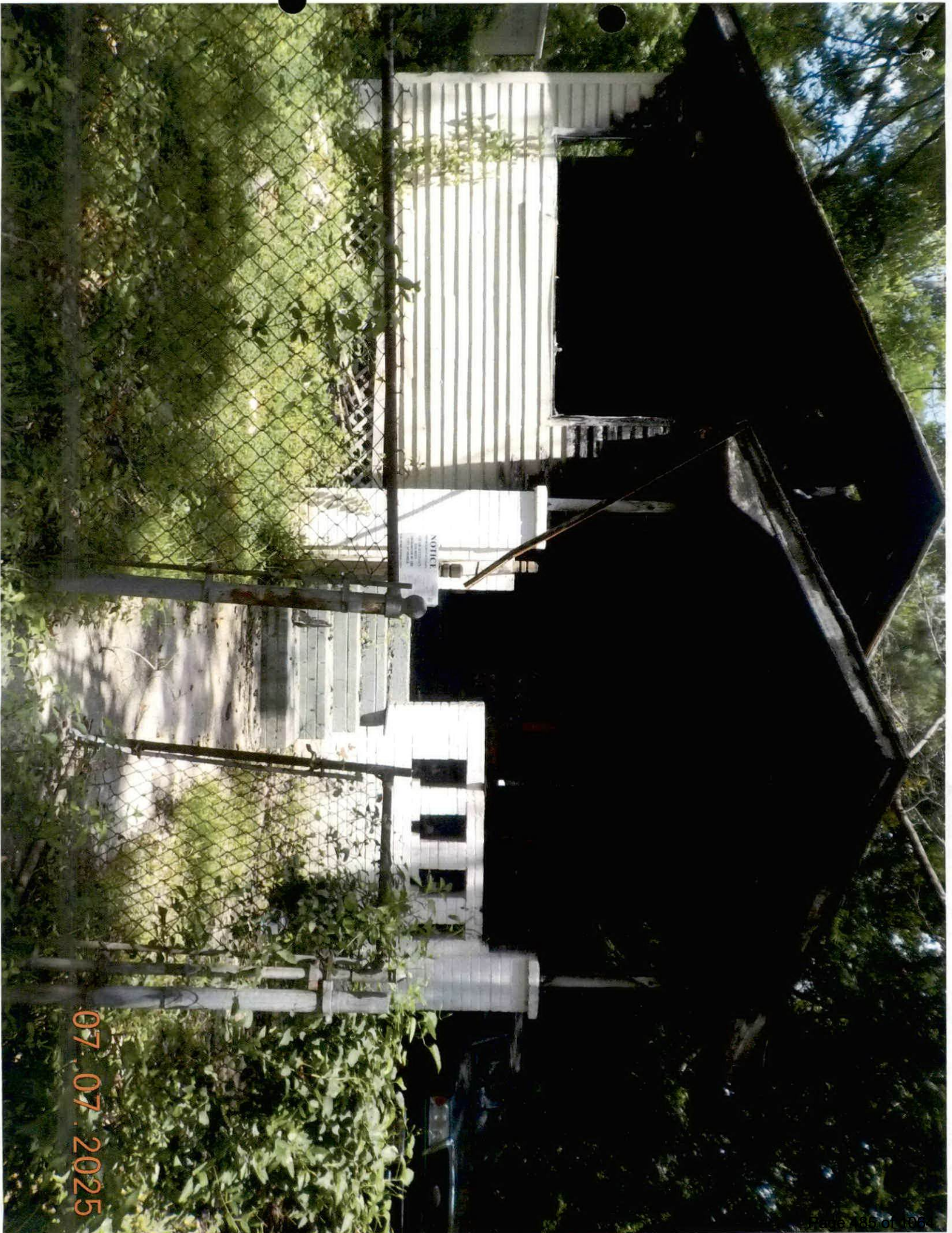
MEO: M. Davis

Date: 05/06/2025

Property Address: 607 Belsaw Avenue

District No: 2

- ☒ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.



07.07.2025

NOTICE

THIS BUILDING IS UNSAFE.

USE OR OCCUPANCY
HAS BEEN
PROHIBITED BY THE
CITY OF MOBILE.

FOR MORE INFORMATION
CALL 311.



07.07.2025



07.07.2025



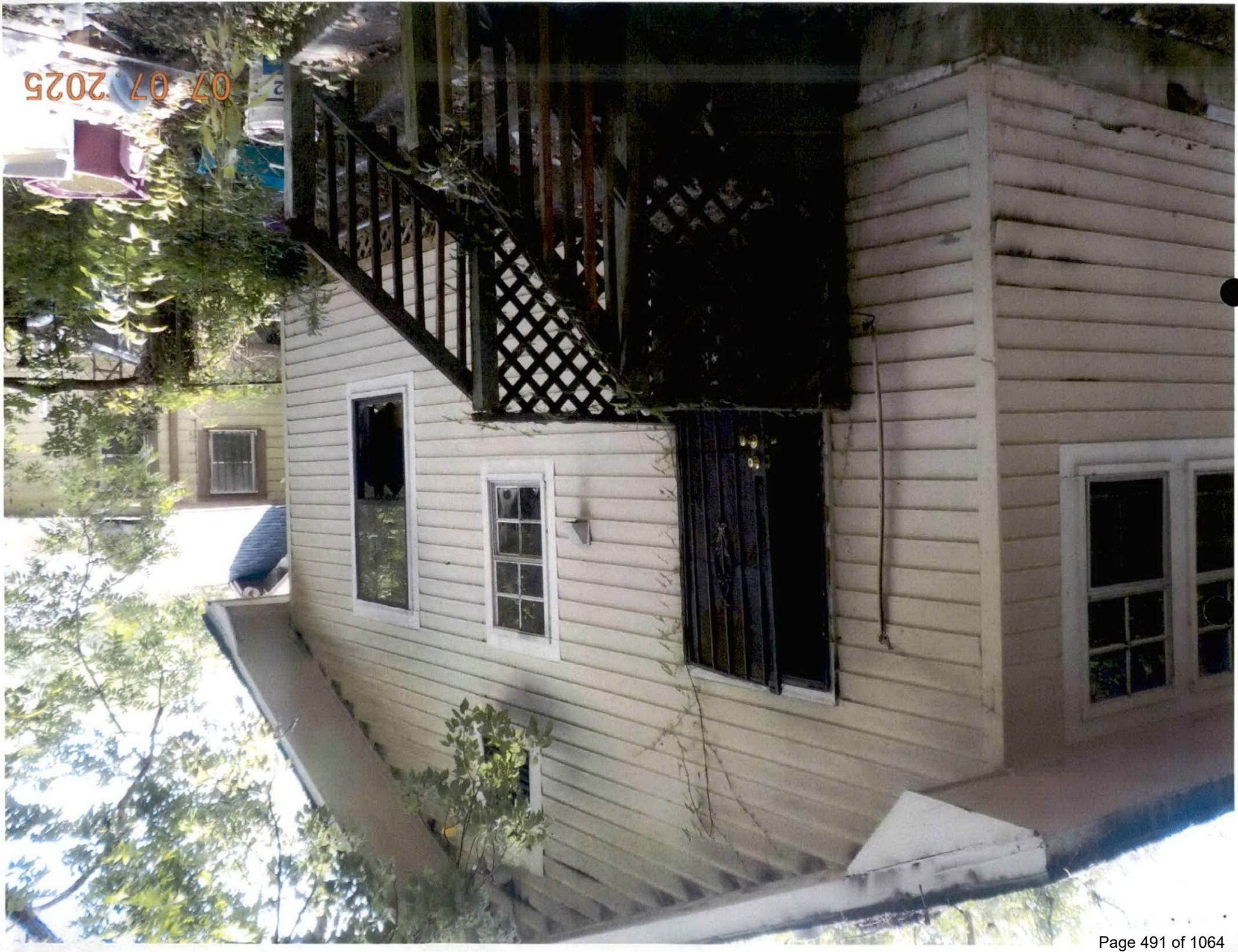
07.07.2025



07.07.2025



07.07.2025



Affidavit of Mailed Notice



July 7, 2025

State of Alabama
County of Mobile

Subject Property – 607 Belsaw Avenue.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 5 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.


Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Burton LeFlore
607 Belsaw Avenue
Mobile, AL 36603-5359

May 22, 2025

RE: 607 Belsaw Avenue
Project Number: ME-010-25

Dear Burton LeFlore:

On May 6, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 607 Belsaw Avenue.

- I. **PROPERTY** The legal description of the Property is as follows:

LOTS 7 & 8 BLK 2 DIXIE PARK MBK 3 PG 273 #SEC 25 T4S R1W
#MP29 07 25 0 002

Parcel Number: 29 07 25 0 002 021

- II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

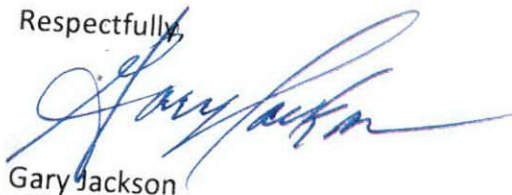
- a) Repair the structures / and or building by **July 6, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **July 6, 2025**, provide the Code Official with a work plan to accomplish the repairs by **July 6, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **July 6, 2025**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

- IV. **NOTICE** is hereby given that on July 15, 2025 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:
- ☒ Repaired; or,
 - ☒ Demolished
- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 607 Belsaw Avenue

Date: April 2, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: March 24, 2025

Per the Title Report, the owner is: Fee simple is vested in Burton LeFlore
Tax Title is vested in Mary Taylor

NOTES: Property taxes were paid by Mary Taylor through the State of Alabama for 2008 through 2024 to obtain a tax deed number 70333 which was recorded 6/20/2023 in instrument number 2023037222. Per the Revenue Commission website, Mary Taylor is the owner of the property.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|--|
| 1 | Burton LeFlore
607 Belsaw Ave
Mobile AL 36603-5359 | Fee Simple owner – Subject/location property –
Phone numbers are 251-378-5026, 251-648-6560,
251-433-3355 and 251-433-5506 good 2023, 2024
& 2025. |
| 2 | Burton LeFlore
PO Box 56
Mobile AL 36601-0056 | LexisNexis address good 2/2025 – Revenue
Commission mailing address from 2004 to 2021. |
| 3 | Burton LeFlore
2216 Rue De Le Flore St
Mobile AL 36617-2413 | Residential address per Revenue Commission
website. LexisNexis address good 7/2024 |
| 4 | Mary Taylor
556 Gwin St
Mobile AL 36617-3609 | Tax Deed Owner – LexisNexis address good
3/2025 – Phone numbers are 251-259-0252 and
251-295-3927 good 2024. Revenue Commission
mailing address good 2022 to 2025 |
| 5 | Mary Taylor
1462 W McLaughlin Dr
Mobile AL 36605-2513 | LexisNexis address good 2023 |

**TAX STATUS: 2008 TAX DEED TO MARY TAYLOR – MARY
TAYLOR PAID 2008 THRU 2024 TAXES – TAXES ARE CURRENT
AND NOT DUE AGAIN UNTIL 2025**

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances “adopted December 5, 2017, the accessory structure at **500 CHIN STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 5, 7, 8 and 15; and**

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **500 CHIN STREET** described as:

LOT 7 BLK 1 EAST HIGHLANDS S/D DBK 156 P 594 #SEC 44 T4S R1W
#MP29 02 44 0 003

Parcel Number: 29 02 44 0 003 078

Last Assessed to: TOWNER LEMORA C/O RICHARD TOWNER

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolish** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

July 7, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, July 15, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **500 CHIN STREET**. OWNED BY OR MAY HAVE AN INTEREST: **TOWNER LEMORA C/O RICHARD TOWNER** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 003 078

COUNCIL DISTRICT 2 – WILLIAM CARROLL

**LEGAL DESCRIPTION: LOT 7 BLK 1 EAST HIGHLANDS S/D DBK 156 P 594 #SEC 44 T4S R1W
#MP29 02 44 0 003**

GJ/md



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

500 CHIN STREET

Property Details

Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	N	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	02/06/2025	Comments	

Property Score

Score	62 82	Score Description	DEMO
-------	-------	-------------------	------

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

2-10-25

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 05/06/2025

Property Address: 500 Chin Street **District No:** 2

- ☒ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

NOTICE

THIS BUILDING IS UNSAFE.

**USE OR OCCUPANCY
HAS BEEN
PROHIBITED BY THE
CITY OF MOBILE.**

**FOR MORE INFORMATION
CALL 331.**

Owner
500 Chin Street
Mobile, AL 36610-3500

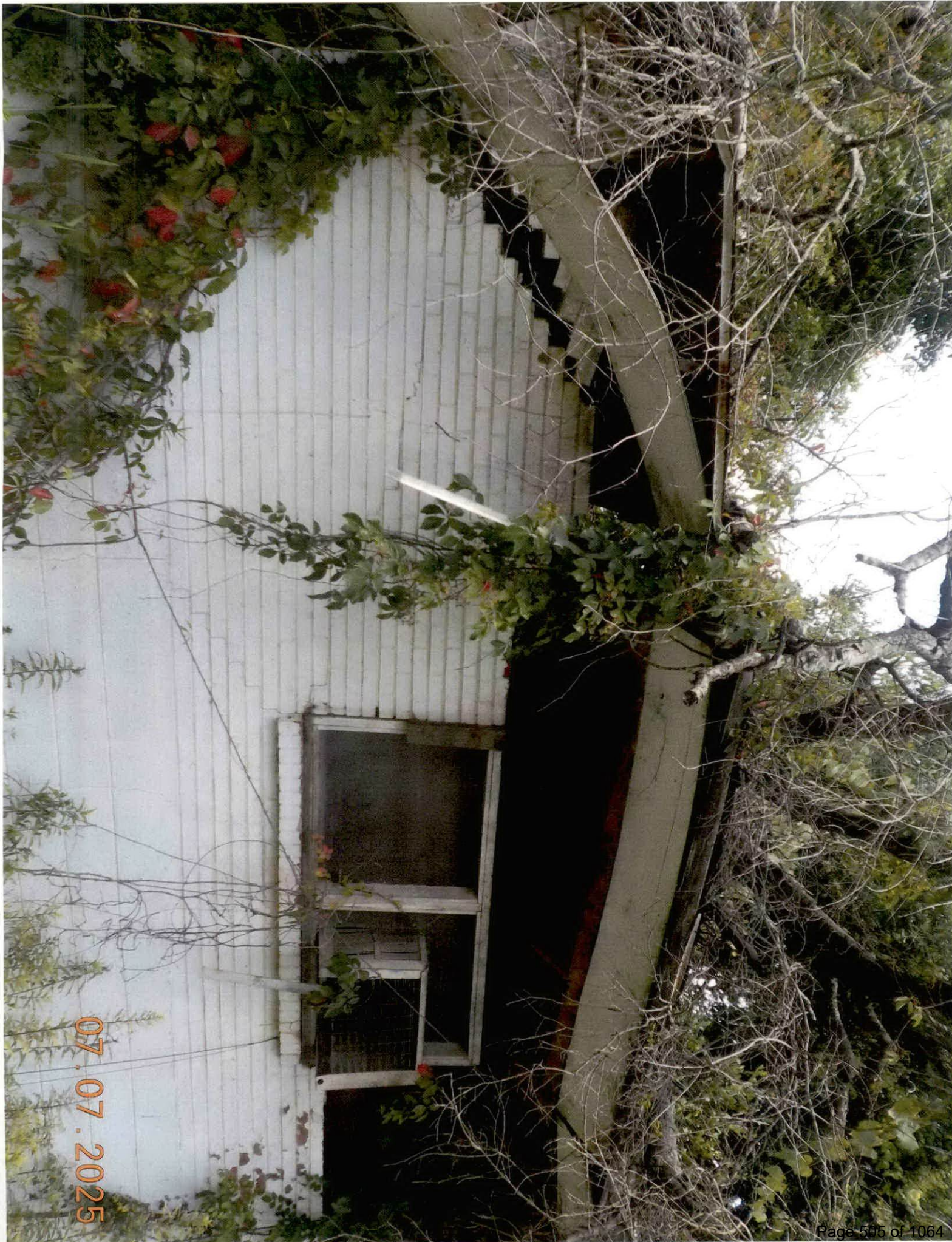


07.07.2025



07.07.2025





07.07.2025



07.07.2025



07.07.2025



07.07.2025

Affidavit of Mailed Notice



July 7, 2025

State of Alabama
County of Mobile

Subject Property – 500 Chin Street.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

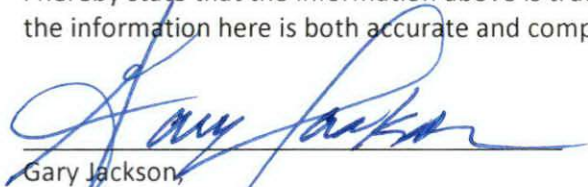
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 10 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.


Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Owner
500 Chin Street
Mobile, AL 36610-3509

May 22, 2025

RE: 500 Chin Street
Project Number: ME-008-25

Dear Owner:

On May 6, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 500 Chin Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 7 BLK 1 EAST HIGHLANDS S/D DBK 156 P 594 #SEC 44 T4S R1W
#MP29 02 44 0 003

Parcel Number: 29 02 44 0 003 078

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **July 6, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **July 6, 2025**, provide the Code Official with a work plan to accomplish the repairs by **July 6, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **July 6, 2025**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

- IV. **NOTICE** is hereby given that on **July 15, 2025 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
- ☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 500 Chin Street

Date: April 3, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: March 24, 2025

Per the Title Report, the owner is: Fee Simple is vested in Lemora Towner, deceased

Notes: Lemora Towner is deceased as of 11/18/2008. I was unable to locate a full obituary but with process of elimination and his father's obituary I was able to determine he did have 2 sons and 1 daughter.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|---|
| 1 | Owner
500 Chin St
Mobile AL 36610-3509 | Location/subject address |
| 2 | Richard Towner
1765 S La Cienega Blvd
Los Angeles CA 90035-4601 | Owner's son and heir – LexisNexis address good 1/2025 – Phone number is 213-298-4305 |
| 3 | Richard Towner
209 W 78 th St
Los Angeles CA 90003-2411 | LexisNexis address good 2/2025 |
| 4 | Richard Towner
13123 Arcturus Ave
Gardena CA 90249-1619 | LexisNexis address good 2/2022 – Revenue Commission address good 2011 to 2025 |
| 5 | Edna Elaine Nicholson
535 Magnolia Ave Unit 210
Long Beach CA 90802-6632 | Owner's daughter and heir – LexisNexis address good 3/2025 – Phone numbers are 310-981-4530 and 757-329-3329 good 2024 and 2025 |

- 6 Edward J. Towner
2192 Pacific Ave
Long Beach CA 90806-4514
Owner's son and heir – LexisNexis address good 2/2025 – Phone number is 323-572-7381 good 2018
- 7 Edward J. Towner
14721 S Williams Ave
Compton CA 90221-3144
LexisNexis address good 3/2024
- 8 Larry Shears
355 Cammel St
Mobile AL 36610-3529
Owner's nephew and payer of 2013 property taxes – phone number 251-391-3147 and 502-817-4911 good 1/2025
- 9 Larry Shears
416 Langhorn St SW
Atlanta GA 30310-1628
LexisNexis address good 1/2025

**TAX STATUS: 2021, 2022 & 2023 TAXES SOLD IN THE
TAX LIEN SALE – 2024 TAXES ARE DELINQUENT AND
NEED TO BE PAID BY MAY 2025 OR WILL BE SOLD IN
THE TAX LIEN SALE**

- 10 Brian C. Dorgan
31219 Palladian Way
Daphne AL 36527-0076
Tax Lien Holder for 2021, 2022 & 2023 tax years. LexisNexis address good 1/2025 – Phone numbers are 251-391-3538 and 251-342-4842 good 2025.

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: Gina Gregory – District 7

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances “adopted December 5, 2017, the accessory structure at **7099 OLD SHELL ROAD** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, and 8; and**

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **7099 OLD SHELL ROAD** described as:

**THAT CERTAIN LOT OF LAND BDED BY LINE DESC AS FOLL TO-WIT
TO FIND POB COMG AT PT ON S/L OF SEC 17 T4S R2W WHERE
SAME IS INT BY E ROW OF CODY RD TH N ALG E/L OF CODY RD DIS
OF 377.5 FT TO PT WHICH IS POB OF PPTY HEREIN DESC FROM SD
POB RUN E RT ANG TO ROW OF CODY RD DIS OF 100 FT TO PT
RUN TH N PAR TO E R/W/L OF CODY RD DIS OF 112.7 FT TO PT ON
S R/W/L TANNER-WILLIAMS RD TH WLY ALG S R/W/L OF TANNER
WILLIAMS SD R/W/L BEING CURVE CONCAVE TO LT DIS OF 104.8
FT TO PT WHICH PT IS INT OF S R/W/L TANNE**

Parcel Number: 2804173000043

Last Assessed to: LINS DON R & BARBARA RUTH LINS

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolish** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

July 7, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, July 15, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **7099 OLD SHELL ROAD.** OWNED BY OR MAY HAVE AN INTEREST: **LINS DON R & BARBARA RUTH LINS** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 28 04 17 3 000 043

COUNCIL DISTRICT 7 – GINA GREGORY

LEGAL DESCRIPTION: THAT CERTAIN LOT OF LAND BDED BY LINE DESC AS FOLL TO-WIT TO FIND POB COMG AT PT ON S/L OF SEC 17 T4S R2W WHERE SAME IS INT BY E ROW OF CODY RD TH N ALG E/L OF CODY RD DIS OF 377.5 FT TO PT WHICH IS POB OF PPTY HEREIN DESC FROM SD POB RUN E RT ANG TO ROW OF CODY RD DIS OF 100 FT TO PT RUN TH N PAR TO E R/W/L OF CODY RD DIS OF 112.7 FT TO PT ON S R/W/L TANNER-WILLIAMS RD TH WLY ALG S R/W/L OF TANNER WILLIAMS SD R/W/L BEING CURVE CONCAVE TO LT DIS OF 104.8 FT TO PT WHICH PT IS INT OF S R/W/L TANNER WILLIAMS RD WITH E R/W/L OF CODY RD TH S ALG E R/W/L DIS OF 119.9 FT TO POB & LESS & EXC ANY PORTION LYING WITHIN OLD SHELL OR CODY RDS #SEC 17 T4S R2W #MP28 04 17 3 000

GJ/md



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

7099 OLD SHELL ROAD

Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		
Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	10/29/2024	Comments	
Property Score			
Score	83	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 11/18/24

Noted by 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 05/06/2025

Property Address: 7099 Old Shell Road

District No: 7

- ☐ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
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- ☐ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

FRESH BOILED PEANU

NOTICE

THE CITY OF WINDSOR
HAS THE HONOR TO ANNOUNCE
THAT THE CITY OF WINDSOR
HAS BEEN
AWARDED THE 2025
CITY OF WINDSOR
AWARD FOR
THE CITY OF WINDSOR

07.07.2025



07.07.2025

07.07.2025



07.07.2025



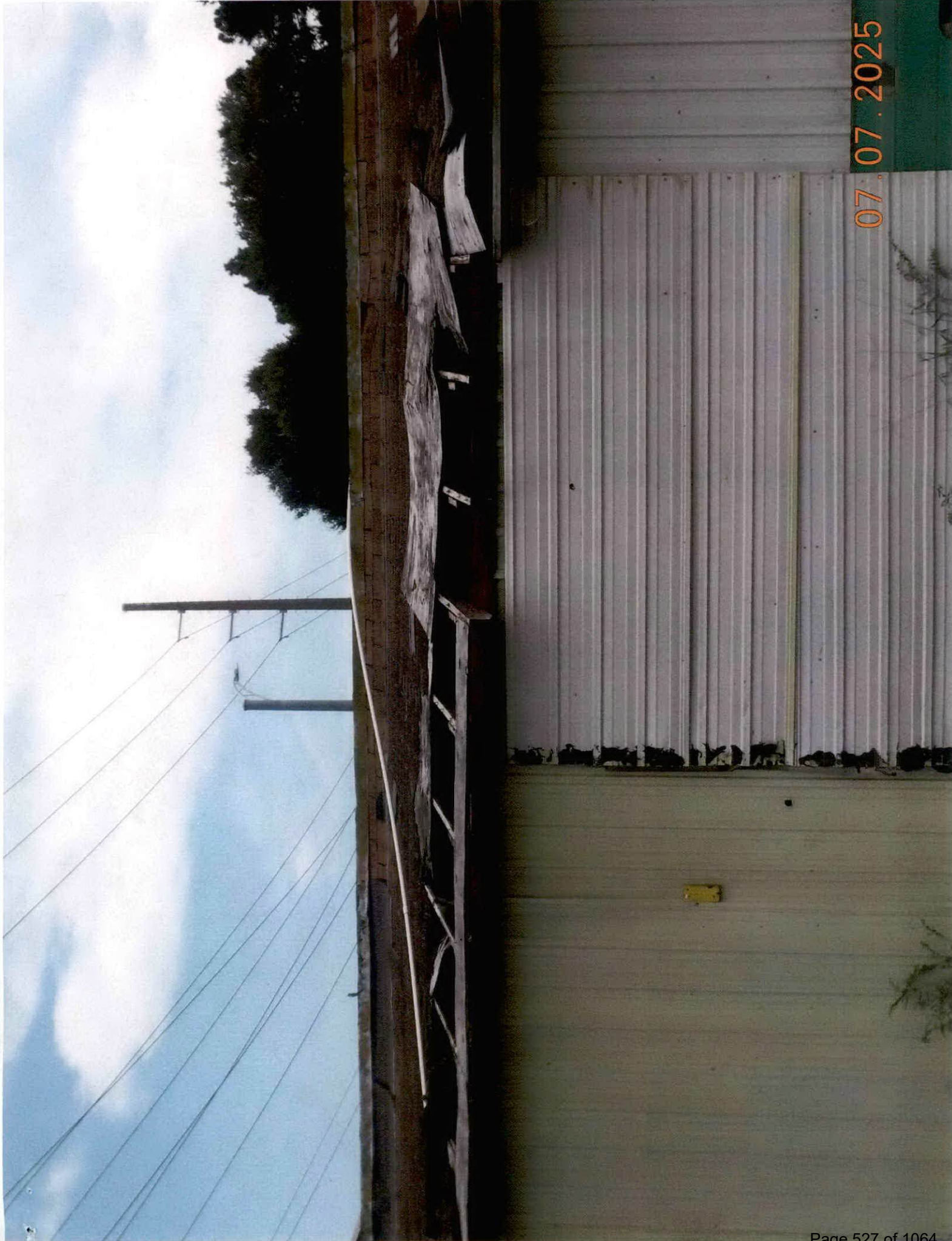
07.07.2025



07.07.2025



07.07.2025



07.07.2025



07.07.2025



07.07.2025

Affidavit of Mailed Notice



July 7, 2025

State of Alabama
County of Mobile

Subject Property – 7099 Old Shell Road.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

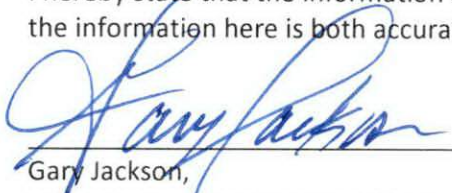
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City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.



Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Owner
7099 Old Shell Road
Mobile, AL 36608-4480

May 22, 2025

RE: 7099 Old Shell Road
Project Number: ME-163-24

Dear Owner:

On May 6, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 7099 Old Shell Road.

I. **PROPERTY** The legal description of the Property is as follows:

THAT CERTAIN LOT OF LAND BDED BY LINE DESC AS FOLL TO-WIT TO FIND POB COMG AT PT ON S/L OF SEC 17 T4S R2W WHERE SAME IS INT BY E ROW OF CODY RD TH N ALG E/L OF CODY RD DIS OF 377.5 FT TO PT WHICH IS POB OF PPTY HEREIN DESC FROM SD POB RUN E RT ANG TO ROW OF CODY RD DIS OF 100 FT TO PT RUN TH N PAR TO E R/W/L OF CODY RD DIS OF 112.7 FT TO PT ON S R/W/L TANNER-WILLIAMS RD TH WLY ALG S R/W/L OF TANNER WILLIAMS SD R/W/L BEING CURVE CONCAVE TO LT DIS OF 104.8 FT TO PT WHICH PT IS INT OF S R/W/L TANNER WILLIAMS RD WITH E R/W/L OF CODY RD TH S ALG E R/W/L DIS OF 119.9 FT TO POB & LESS & EXC ANY PORTION LYING WITHIN OLD SHELL OR CODY RDS #SEC 17 T4S R2W #MP28 04 17 3 000

Parcel Number: 28 04 17 3 000 043

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **July 6, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **July 6, 2025**, provide the Code Official with a work plan to accomplish the repairs by **July 6, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **July 6, 2025**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

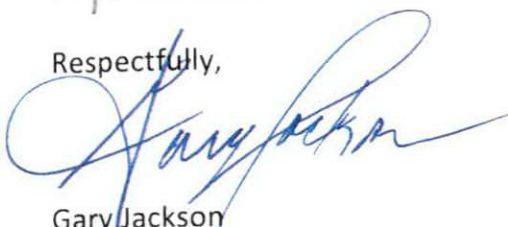
- IV. **NOTICE** is hereby given that on July 15, 2025 at 10:30 a.m., a hearing will be held before the **City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 7099 Old Shell Road

Date: January 13, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: January 9, 2025

Per the Title Report, the owner is: Don R. Lins and Barbara Ruth Lins

Notes: The owners listed on Revenue Commission website and on the title, report are both deceased. Don R. Lins died 9/2/2008 with right of survivorship on deed. Barbara Ruth Lins died intestate on 10/15/2009. A will was recorded BK 254 Page 671 devising property to her 5 children. Jack Lins died 4/11/2017. A will was recorded BK 283 Page 254 giving his portion to his wife Joy P. Lins aka Joy Walker.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | Owner | Subject/location address |
|---|---|---|
| 1 | Owner
7099 Old Shell Rd
Mobile AL 36608-4480 | |
| 2 | Kimberly Rae Williams Hamilton
2735C Newman Rd Lot 3
Mobile AL 36695-9421 | Heir – Daughter of Owners – Lexisnexus address good 8/2024 – Phone numbers are 251-767-8926, 251-377-7773 good 2024 – Revenue Commission website mailing address. |
| 3 | Tracie Broadus
2735 Newman Rd Lot 4
Mobile AL 36695-9400 | Heir – Daughter of Owners – Lexisnexus address good 10/2024 – Phone numbers are 251-802-0345 and 251-459-1586 good 2024 |
| 4 | Joy Walker
4463 Bedford Ave Lot 5
Mobile AL 36619-1421 | Heir -wife of Jack Lins – LexisNexis address good 11/2024 – Phone number 251-232-1299 |
| 5 | Tonia McIlwain
8188 Carmel Cir
Foley AL 36535-6935 | Heir – Daughter of Owners – Lexisnexus address good 9/2024 – Phone number is 251-367-8881 good 2023 |

6 Tonia McIlwain
2735 Newman Rd Lot 2
Mobile AL 36695-9421

LexisNexis address good 7/2024

7 Vickie Bates
2735 Newman Rd Lot 1
Mobile AL 36695-9421

Heir – Daughter of Owners – LexisNexis address
good 8/2024 – Phone number 251-463-8456 good
2024

TAX STATUS: 2024 TAXES ARE PAID CURRENT

Parties with recorded liens per Title Report:

State of AL Dept. of Revenue
Collections Service Dept.
P.O. Box 327820
Montgomery, AL 36132

State of Alabama vs Jack I. Lins
Account number IIT-R005086885
Lien number 1412566528 and
Lien number 8756955616

Anez Investments. Inc
PO Box 7718
Mobile AL 36670

Assignment of Judgement Case CV-2016-901988
in the amount of \$179,090.74.

Pulmonary & Associates of
Mobile
5955 Airport Blvd
Mobile AL 36608

Pulmonary & Associates of Mobile vs Jack I. Lins –
filed June 4,

Open Mortgages: NONE

Lis Pendens - NONE



MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **July 9, 2025**

SUBJECT: WEED LIEN GROUP **1666**

Attached, please find Assessment Lists for Weed Lien Group Number **1666** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION):

7/15/2025

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING):

8/19/2025

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

*****FOR LOT CLEANING OFFICE USE*****

NUISANCE PHOTOS (DATED): 7/17/2025

LEGAL NOTICE DUE TO MOBILE LAGNIAPPE: 7/31/2025

LEGAL NOTICE ADS: 8/6/2025-8/13/2025

POSTING DATE: 8/12/2025

Copy to: Marchetta Taite

		WEED LIEN				
		CONTRACT NUMBER				
		1666			Res. No.	
7/15/2025		LOTS TO BE DECLARED			58-	
8/19/2025		LOTS FOR PUBLIC HEARING			58-	
//2025		LOTS TO BE ASSESSED FOR COST			58-	
		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	1481 John H Campbell Sr Way	50735	52683		2	
2	1913 Andrews Street	50488	52684		1	
3	2854 Josephine Street	50727	52685		1	
4	126 Colvin Street	51649	52686		1	
5	5467 Racine Avenue	50707	52687		7	
6	251 N Pine Street	51475	52688		2	
7	2424 Redmond Street	50454	52689		1	
8	3110 Brill Circle	50527	52690		3	
9	526 Helveston Street	50515	52691		1	
10	1107 Spring Hill Avenue	51371	52692		2	
11	3212 Dauphin Island Parkway	51252	52693		3	
12	1120 Martinwood Lane	51501	52694		3	
13	1699 S Broad Street	51242	52695		3	
14	619 Summerville Street	50529	52696		1	
15	6400 Leflore Drive	51113	52697		7	
16	3204 Rochester Street	50457	51698		1	
17	0 Parker Street/ Brown St	51680	52699		2	
18	2559 Dohm Street	50825	52700		1	
19	264 Seminole Street	50705	52701		1	
20	4720 Oxford Drive	50981	52702		7	
				\$ -		
Numbers of lots cut						
District total for this group		Numbers of lots cut				
1	9	1				
2	4	2				
3	4	3				
4	0	4				
5	0	5				
6	0	6				
7	3	7				
	20	0				
*ADD Added in from other Groups						
*CBO Cut By Owner						
*N/A Taken out by Inspector						

Kary Smith 7-9-25
Marchetta Jante 7-9-25

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE AS FOLLOWS:

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1666** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **19th day of August, 2025**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted:

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 each to the following employee(s):

June 2025 FFOM – Reagan T. Humphries (Emp #19151)

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

Adopted:

City Clerk

FIREFIGHTER

OF THE MONTH

Reaghan T. Humphries

The Mobile Fire-Rescue Department (MFRD) is proud to honor Firefighter Reaghan T. Humphries as the Firefighter of the Month for June 2025 for extraordinary and exceptional dedication, consistent performance, and significant contributions to Mobile Fire-Rescue Department.

June 2025

MOBILE FIRE-RESCUE DEPARTMENT

C.J. SMALL
PRESIDENT, MOBILE CITY COUNCIL

JOHNNY MORRIS JR.
FIRE CHIEF

WILLIAM S. STIMPSON
MAYOR, CITY OF MOBILE

Email address	robert.brown@cityofmobile.org
Name of Nominee	Reaghan Humphries
Rank of Nominee	Firefighter/Fire Medic
Assignment of Nominee	Engine 8
Date of Incident	May 25, 2025
Meritorious Period (To and From)	02/28/2024- current
Type of Award being requested	Employee of the Month
Summary of Incident / Action	Reaghan is an exemplary employee and deserves to be recognized. In a male dominated field, she excels in her role as firefighter, EMT, rescue technician, and swing driver all while being a wife and a mother to a young son. She regularly outworks and outperforms her male counterparts on the fire ground and during training evolutions. She is dedicated to learning her craft and performing to the highest level, she also keeps up with her physical fitness to perform the job. She doesn't ask for nor expects special treatment as a female, always has a positive attitude, and never complains about details. She is detailed as a swing driver to drive at other stations, gets detailed to ride as a basic on rescue trucks, and does so with pride and confidence in her abilities. She is always wanting to train and learn. While being a part of my crew, her confidence has risen tremendously as a driver and can operate the apparatus better than most paid drivers and she leads by example around the fire station and the dept. She helps train recruits, rookies, and anybody needing assistance or asking questions. I am regularly approached by other captains and crews who tell me what a great job she does, that she has a great work ethic, and they wish they could have somebody like her on their crew. She has pumped a few first in fires and did so with confidence and operations went smooth. Reaghan is the standard in which all firefighters should be held. The list could go on about Reaghan and her accomplishments.
Name of Originator	Robert Brown
Rank of Originator	Captain
Assignment of Originator	Engine 8
I certify that the fact contained in the	Robert Brown



AGENDA ITEM SUMMARY SHEET

Agenda of: July 15, 2025

Submitted by:

William Jackson, Police Chief

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To recognize those employees as part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile.

Amount of Contract:

\$500.00

Funding Source

ATTACHMENTS:

1. OOTM Resolution

REVIEWERS:

Tracy Baxter
Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

June 2025: Officer Hunter Howard

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

Adopted:

City Clerk

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

Sponsored by: *Councilmember Ben Reynolds*

WHEREAS, *Councilmember Woods wishes to appropriate \$500.00 to Dodge Elementary School, from District 4 Discretionary Funds (10041020 42080); and*

WHEREAS, ***Dodge Elementary School***, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Dodge Elementary School, will be used to assist with the Robotics Team during the 2024-2025 competition season***, which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$500.00 to Dodge Elementary School for the purposes described hereinabove and pursuant to the language on request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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

Sponsored by: *Councilmember Josh Woods*

WHEREAS, *Councilmember Woods wishes to appropriate \$500.00 to Dodge Elementary School, from District 6 Discretionary Funds (10041020 42080); and*

WHEREAS, ***Dodge Elementary School***, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Dodge Elementary School***, *will be used to assist with the Robotics Team during the 2024-2025 competition season*, which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$500.00 to Dodge Elementary School for the purposes described hereinabove and pursuant to the language on request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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

Sponsored by: Councilmember Josh Woods

WHEREAS, *Councilmember Woods wishes to appropriate \$2,500.00 to **Marching Cougars Band/Band Booster Club**, from the District 6 Discretionary Fund (10041020 42080); and*

WHEREAS, ***Marching Cougars Band/Band Booster 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 ***Marching Cougars Band/Band Booster Club**, will be used to assist with the purchase of instruments and transportation expenses.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of ***\$2,500.00 Marching Cougars Band/Band Booster 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 Josh Woods

WHEREAS, *Councilmember Woods wishes to appropriate \$2,500.00 to **University of South Alabama Jag Girls***, from the *District 6 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***University of South Alabama Jag Girls***, 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 ***University of South Alabama Jag Girls***, will be used to *assist with this year's Sports Social on August 19, 2025*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of ***\$2,500.00 to University of South Alabama Jag Girls***, 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: 15 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 Trantex Transportation Products of Texas, Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Trantex Transportation Products of Texas, Inc for 27
seven-foot traffic speed cushions for Council District 6.
CIP District 6 Traffic Calming

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$31,698.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

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

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>25667</u>	2025	(2060) TRAFFIC ENGINEERING	27 SEVEN-FT TRAFFIC SPEED CUSHIONS FOR COUNCIL DISTRICT 6 FOR TRAFFIC ENGINEERING (BUYBOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$31,698.00	<u>(297168)</u> <u>TRANTEX</u> <u>TRANSPORTATION</u> <u>PRODUCTS OF</u> <u>TEXAS, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025987-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 1
--	---	--------

Vendor TRANTEX TRANSPORTATION PRODUCTS OF TEXAS 3310-D FRICK RD HOUSTON, TX 77086 Tel#713-306-9943	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
--	--

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/18/25	297168				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER YOUR QUOTE STE 0011351 AND THE BUYBOARD CONTRACT 703-23 30M-50 SPEED CUSHION 7'L X 6"W 3"H-SC-070603-M (MUTCD) INCLUDES ANCHORS AND BOLTS	27.00 EACH	1174.00000	31698.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0795 .OPERSUPPLS.			31698.00

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Requisition Link

Requisition Total 31698.00

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

Account	Amount	Remaining Budget
E C0795 .OPERSUPPLS.	31698.00	89389.50

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025987-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 2
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Vendor TRANTEX TRANSPORTATION PRODUCTS OF TEXAS 3310-D FRICK RD HOUSTON, TX 77086 Tel#713-306-9943	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
--	--

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/18/25	297168				TRAFFIC ENGINEERING

Account	Amount	Remaining Budget
Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.		
	31698.00	
CAPITAL IMPROVEMENTS FUND EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Cancelled	07/08/25	SANDRA LEWIS	GL Allocation changed
Approved	06/16/25	ADAM SPENCE	Auto approved by: 91054000
Approved	06/16/25	JENNIFER WHITE	
Approved	06/26/25	ADAM SPENCE	Auto approved by: 91054000
Approved	06/26/25	JENNIFER WHITE	
Approved	07/08/25	ADAM SPENCE	Auto approved by: 91054000
Approved	07/08/25	JENNIFER WHITE	
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
Approved	06/26/25	BRENDA RHODES	
Approved	06/26/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	06/26/25	RELYA MALLORY	Auto approved by: 910511034
Approved	07/09/25	BRENDA RHODES	
Approved	07/09/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/09/25	RELYA MALLORY	Auto approved by: 910511034
Rejected	06/17/25	SANDRA LEWIS	need specs for bidding purpose
Queued	07/09/25	DONALD ROSE	FOR SPEC AND BID
Queued	07/09/25	SANDRA LEWIS	FOR SPEC AND BID
Queued	07/09/25	STEVEN KRONINGER	FOR SPEC AND BID
Queued	07/09/25	JOHNNIE HARRUB	FOR SPEC AND BID
Queued	07/09/25	SAMANTHA COOLEY	FOR SPEC AND BID
Queued	07/09/25	ANNE FOLEY	FOR SPEC AND BID
Queued	07/09/25	JOHN PAINE	FOR SPEC AND BID

=====	=====
Bill To	Requisition 00025987-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released
	Page 3
=====	=====

Vendor	Ship To
TRANTEX TRANSPORTATION PRODUCTS OF TEXAS	TRAFFIC ENGINEERING
3310-D FRICK RD	852 GAYLE STREET
	MOBILE, AL 36604
HOUSTON, TX 77086	JOANNA.ARNETT@CITYOFMOBILE.ORG
Tel#713-306-9943	

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

-----	-----
Date Ordered	Vendor Number
06/18/25	297168
Date Required	Ship Via
Terms	Department
	TRAFFIC ENGINEERING
-----	-----

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



BuyBoard Current Vendors - Texas

Vendor	Address Line 1	City	State	ZIP	Effective	Expiration	Contract
TouchMath Acquisition LLC dba TouchMath(E)(I)(T)	Suite 1200	Colorado Springs	CO	80903	11/1/2024	10/31/2027	Instructional Materials (Non-Adopted) for PK-12, Special Education, & Career and Technology 748-24
Tower Engineering Inc.(E)(I)(T)	2821 Lackland Rd., Suite 340	Fort Worth	TX	76116	12/1/2023	11/30/2026	HVAC Equipment, Supplies, and Installation of HVAC Equipment 720-23
TrackBarn LLC(M)(E)(I)(T)	P.O. Box 113	Scurry	TX	75158	4/1/2025	3/31/2028	Athletic & Physical Education Supplies & Equipment 766-25
Trafera Holdings LLC dba Trafera LLC (E)(I)(T)	2550 University Ave W Ste 315S	St. Paul	MN	55114	2/1/2025	1/31/2028	Technology Equipment, Products, Services and Software 759-25
Trafera Holdings LLC dba Trafera LLC (E)(I)(T)	2550 University Ave W Ste 315S	St. Paul	MN	55114	2/1/2025	1/31/2028	Technology: Hardware Equipment and Products 760-25
Traffic Parts, Inc.(E)(I)(T)	27895 Robinson Road	Conroe	TX	77385	4/1/2023	3/31/2026	Traffic Signal Systems & Safety Barrier Products 695-23
Traffic Parts, Inc.(E)(I)(T)	27895 Robinson Road	Conroe	TX	77385	6/1/2023	5/31/2026	Highway Safety and Traffic Control Products 703-23
Trane(E)(I)(T)	1617 Hutton Drive	Carrollton	TX	75006	12/1/2023	11/30/2026	HVAC Equipment, Supplies, and Installation of HVAC Equipment 720-23
TransAct Communications LLC dba App-Garden(E)(I)(T)	5105 200Th St. Sw Suite 200	Lynwood	WA	98036	2/1/2025	1/31/2028	Technology Equipment, Products, Services and Software 759-25
Transfinder Corporation(E)(I)(T)	440 State Street	Schenectady	NY	12305	2/1/2025	1/31/2028	Technology: Hardware Equipment and Products 760-25
Transfr Inc.(E)(I)(T)	2196 Third Ave. Pmb 20026	New York	NY	10035-3501	2/1/2025	1/31/2028	Technology Equipment, Products, Services and Software 759-25
Trantex Transportation Products of Texas Inc.(E)(I)(T)	3310-D Frick Rd	Houston	TX	77086	6/1/2023	5/31/2026	Highway Safety and Traffic Control Products 703-23
TraStar, Inc.(M)(E)(T)	860 N. Dorothy Dr. Suite 600	Richardson	TX	75081	4/1/2023	3/31/2026	Traffic Signal Systems & Safety Barrier Products 695-23
TraStar, Inc.(M)(E)(T)	860 N. Dorothy Dr. Suite 600	Richardson	TX	75081	9/1/2023	8/31/2026	Outdoor Street Lighting 711-23
Travis Cox Plumbing Company, LLC(I)(T)	8600 FM150 W, Suite 200A	Kyle	TX	78640	4/1/2024	3/31/2027	Trade Services 733-24
Treasure Bay, Inc.(E)(I)(T)	P O Box 519	Roseville	CA	95661	6/1/2023	5/31/2026	Library Books, Used Textbooks, and Other Books 702-23
Tredell Washington dba Vestige International(E)(I)	607 North Hampton Rd	DeSoto	TX	75115	7/1/2025	6/30/2028	Awards, Trophies, and Personal Recognition Products 771-25

(M) - MWBE (E) - EDGAR Received (D) - Designated Dealer (I) - No Israel Boycott (T) - No Foreign Terrorist Orgs

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



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

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by BuyBoard, a national, intergovernmental purchasing cooperative, created in accordance with Maryland and Rhode Island state statutes, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by the Texas Association of School Boards, who served as the procurement administrator with BuyBoard's Board of Directors, using established ranking criteria.

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

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

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

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

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

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 15 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 Trantex Transportation Products of Texas, Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Trantex Transportation Products of Texas, Inc for 15
seven-foot traffic speed cushions for Council District 7.
CIP District 7 Traffic Calming

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$17,610.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

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

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>25667</u>	2025	(2060) TRAFFIC ENGINEERING	15 SEVEN-FT TRAFFIC SPEED CUSHIONS FOR COUNCIL DISTRICT 7 FOR TRAFFIC ENGINEERING (BUYBOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$17,610.00	<u>(297168)</u> <u>TRANTEX</u> <u>TRANSPORTATION</u> <u>PRODUCTS OF</u> <u>TEXAS, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025667-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released
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Page 1

Vendor TRANTEX TRANSPORTATION PRODUCTS OF TEXAS 3310-D FRICK RD	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET
---	--

HOUSTON, TX 77086

Tel#713-306-9943

MOBILE, AL 36604
 JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/18/25	297168				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

001 AS PER YOUR QUOTE REQUEST QTE0011350 AND THE BUYBOARD CONTRACT 703-23 ITEM 30M-50 SPEED CUSHION 7'L X 6"W 3"H-SC-070603-M (MUTCD)W/ ANCHORS AND BOLTS	15.00	1174.00000	17610.00
--	-------	------------	----------

1 2000.80.00.0000.0000.0000.0000.44020. E C0670 .OPERSUPPLS.		17610.00
---	--	----------

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Requisition Link

Requisition Total	17610.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0670 .OPERSUPPLS.	17610.00	2454.25

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025667-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 2
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Vendor TRANTEX TRANSPORTATION PRODUCTS OF TEXAS 3310-D FRICK RD HOUSTON, TX 77086 Tel#713-306-9943	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
--	--

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/18/25	297168				TRAFFIC ENGINEERING

Account	Amount	Remaining Budget
Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.		
	17610.00	
CAPITAL IMPROVEMENTS FUND EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Canceled	07/08/25	SANDRA LEWIS	Requisition item removed chang
Approved	06/12/25	ADAM SPENCE	Auto approved by: 91054000
Approved	06/12/25	JENNIFER WHITE	
Approved	06/26/25	ADAM SPENCE	Auto approved by: 91054000
Approved	06/26/25	JENNIFER WHITE	
Approved	07/08/25	ADAM SPENCE	Auto approved by: 91054000
Approved	07/08/25	JENNIFER WHITE	
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	06/26/25	BRENDA RHODES	
Approved	06/26/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	06/26/25	RELYA MALLORY	Auto approved by: 910511034
Approved	07/09/25	BRENDA RHODES	
Approved	07/09/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/09/25	RELYA MALLORY	Auto approved by: 910511034
Rejected	06/17/25	SANDRA LEWIS	need specs for bidding purpose
Queued	07/09/25	DONALD ROSE	FOR SPEC AND BID
Queued	07/09/25	SANDRA LEWIS	FOR SPEC AND BID
Queued	07/09/25	STEVEN KRONINGER	FOR SPEC AND BID
Queued	07/09/25	JOHNNIE HARRUB	FOR SPEC AND BID
Queued	07/09/25	SAMANTHA COOLEY	FOR SPEC AND BID
Queued	07/09/25	ANNE FOLEY	FOR SPEC AND BID
Queued	07/09/25	JOHN PAINE	FOR SPEC AND BID

=====	=====
Bill To	Requisition 00025667-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released
	Page 3
=====	=====

Vendor	Ship To
TRANTEX TRANSPORTATION PRODUCTS OF TEXAS	TRAFFIC ENGINEERING
3310-D FRICK RD	852 GAYLE STREET
	MOBILE, AL 36604
HOUSTON, TX 77086	JOANNA.ARNETT@CITYOFMOBILE.ORG
Tel#713-306-9943	

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

-----	-----
Date Ordered	Vendor Number
06/18/25	297168
Date Required	Ship Via
Terms	Department
	TRAFFIC ENGINEERING
-----	-----

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



BuyBoard Current Vendors - Texas

Vendor	Address Line 1	City	State	ZIP	Effective	Expiration	Contract
TouchMath Acquisition LLC dba TouchMath(E)(I)(T)	Suite 1200	Colorado Springs	CO	80903	11/1/2024	10/31/2027	Instructional Materials (Non-Adopted) for PK-12, Special Education, & Career and Technology 748-24
Tower Engineering Inc.(E)(I)(T)	2821 Lackland Rd., Suite 340	Fort Worth	TX	76116	12/1/2023	11/30/2026	HVAC Equipment, Supplies, and Installation of HVAC Equipment 720-23
TrackBarn LLC(M)(E)(I)(T)	P.O. Box 113	Scurry	TX	75158	4/1/2025	3/31/2028	Athletic & Physical Education Supplies & Equipment 766-25
Trafera Holdings LLC dba Trafera LLC (E)(I)(T)	2550 University Ave W Ste 315S	St. Paul	MN	55114	2/1/2025	1/31/2028	Technology Equipment, Products, Services and Software 759-25
Trafera Holdings LLC dba Trafera LLC (E)(I)(T)	2550 University Ave W Ste 315S	St. Paul	MN	55114	2/1/2025	1/31/2028	Technology: Hardware Equipment and Products 760-25
Traffic Parts, Inc.(E)(I)(T)	27895 Robinson Road	Conroe	TX	77385	4/1/2023	3/31/2026	Traffic Signal Systems & Safety Barrier Products 695-23
Traffic Parts, Inc.(E)(I)(T)	27895 Robinson Road	Conroe	TX	77385	6/1/2023	5/31/2026	Highway Safety and Traffic Control Products 703-23
Trane(E)(I)(T)	1617 Hutton Drive	Carrollton	TX	75006	12/1/2023	11/30/2026	HVAC Equipment, Supplies, and Installation of HVAC Equipment 720-23
TransAct Communications LLC dba App-Garden(E)(I)(T)	5105 200Th St. Sw Suite 200	Lynwood	WA	98036	2/1/2025	1/31/2028	Technology Equipment, Products, Services and Software 759-25
Transfinder Corporation(E)(I)(T)	440 State Street	Schenectady	NY	12305	2/1/2025	1/31/2028	Technology: Hardware Equipment and Products 760-25
Transfr Inc.(E)(I)(T)	2196 Third Ave. Pmb 20026	New York	NY	10035-3501	2/1/2025	1/31/2028	Technology Equipment, Products, Services and Software 759-25
Trantex Transportation Products of Texas Inc.(E)(I)(T)	3310-D Frick Rd	Houston	TX	77086	6/1/2023	5/31/2026	Highway Safety and Traffic Control Products 703-23
TraStar, Inc.(M)(E)(T)	860 N. Dorothy Dr. Suite 600	Richardson	TX	75081	4/1/2023	3/31/2026	Traffic Signal Systems & Safety Barrier Products 695-23
TraStar, Inc.(M)(E)(T)	860 N. Dorothy Dr. Suite 600	Richardson	TX	75081	9/1/2023	8/31/2026	Outdoor Street Lighting 711-23
Travis Cox Plumbing Company, LLC(I)(T)	8600 FM150 W, Suite 200A	Kyle	TX	78640	4/1/2024	3/31/2027	Trade Services 733-24
Treasure Bay, Inc.(E)(I)(T)	P O Box 519	Roseville	CA	95661	6/1/2023	5/31/2026	Library Books, Used Textbooks, and Other Books 702-23
Tredell Washington dba Vestige International(E)(I)	607 North Hampton Rd	DeSoto	TX	75115	7/1/2025	6/30/2028	Awards, Trophies, and Personal Recognition Products 771-25

(M) - MWBE (E) - EDGAR Received (D) - Designated Dealer (I) - No Israel Boycott (T) - No Foreign Terrorist Orgs

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
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

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

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'R. L. Riddle', written in a cursive style.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 15, 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 two 2028 Pierce Enforcer pumper fire trucks with trade-in of one 2012 E-One ladder truck and four ambulances, and prepayment discount, for MFRD.

Amount of Contract:

\$2,063,084.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250630 EEP Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 15 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 two 2028
Pierce Enforcer pumper fire trucks with trade-in of one 2012 E-One ladder truck and four
ambulances, and prepayment discount, for MFRD. General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$2,063,084.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

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

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>25763</u>	2025	(1510) FIRE ADMINISTRATION	TWO 2028 PIERCE ENFORCER FIRE PUMPER TRUCKS WITH PREPAYMENT DISCOUNT AND TRADE IN OF ONE 2012 E-ONE LADDER TRUCK AND FOUR AMBULANCES FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$2,063,084.00	<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 00025763-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45040. Review: Buyer: Status: Approved	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 MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	294963				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
001 TRUCK/FIRE: HGAC Contract FS12-23 2028 Pierce Enforcer Pumpers ,2 Extended Warranty 5-Year Custom Chassis Pierce Pumpers 2025, Medium, Aluminum, 2nd Gen Enforcer Chassis PRICING INCLUDES 1 LADDER TRUCK AND 4 AMBULANCES PLUS A DISCOUNT FOR EARLY PAYMENT OF PURCHASE TOTAL. 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. Vendor Item	2.00 EACH	1031542.00000	2063084.00
1 1000.30.15.1510.1522.1510.0000.0000.45040.			2063084.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025763-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45040. Review: Buyer: Status: Approved	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 MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	294963				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference VICTORIA RICHARDSON Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 2063084.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.45040.	2063084.00	1355775.54
FIRE SUPPRESSION DIV EXP	MOTOR POOL BUDGET RATE	

***** 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 00025763-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45040. Review: Buyer: Status: Approved
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	294963				FIRE ADMINISTRATION

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

Signature



Looking for something specific?

Search

Fire Apparatus and Related Vehicles

Contract Information

Contract Number

FS12-23

Effective Dates

12/01/2023 - 11/30/2027

Contract Details

These contracts cover a variety of manufacturers, and include all types of apparatus such as aerials, pumpers, tankers, heavy rescues, airport crash, hazmat, command and specialty.

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[Return to Products & Services](#)

All Products

Search Products



Description	Code	Manufacturer	Price	Discount
aluminum flatbed, aluminum compartments, 800 gallon tank, Diesel 300 gpm pump. Emergency lighting packag.	TB20	Nevada Pacific Services, Inc.		0%
"Crime Scene Van, GM 2500, gas, insulated, cabinets, scene lighting"	TOSV-VAN-CS-GM1	TechOps Specialty Vehicles, LLC		0%
"Crime Scene Van, Sprinter 2500, diesel, insulated, cabinets, scene lighting"	TOSV-VAN-CS-S1	TechOps Specialty Vehicles, LLC		0%
"Deployment utility, Ford E350, gas, 9' steel body, 6 compartments, insulated interior, HVAC, benches w/storage"	TOSV-U-SWAT-F9	TechOps Specialty Vehicles, LLC		0%
"Deployment utility, Ram 4500, gas, 9' steel body, 6 compartments, insulated interior, HVAC, benches w/storage"	TOSV-U-SWAT-R9	TechOps Specialty Vehicles, LLC		0%
"Deployment Van, Ford Transit, 2500, gas, insulated, benches, rear AC"	TOSV-VAN-SWAT-F1	TechOps Specialty Vehicles, LLC		0%
"Deployment Van, GM 2500, gas, insulated, benches, rear AC"	TOSV-VAN-SWAT-GM1	TechOps Specialty Vehicles, LLC		0%
"ICS-SUV-SURV-E1 Expedition 4x4, Surveillance, covert, counter, cameras, audio"	TOSV-SUV-SURV-E1	TechOps Specialty Vehicles, LLC		0%
"Light RSQ & ESU Ford F550, diesel, 9' walk in alum body, 6 comp & interior"	TOSV-LRWI-F9	TechOps Specialty Vehicles, LLC		0%
"Light RSQ & ESU GM 4500 cutaway, diesel, 9' walk in alum body, 6 comp & interior"	TOSV-LRWI-GM9	TechOps Specialty Vehicles, LLC		0%
"Light RSQ & ESU Ram 5500, diesel, 9' walk in alum body, 6 comp & interior"	TOSV-LRWI-R9	TechOps Specialty Vehicles, LLC		0%
"Light RSQ & ESU, Ford F550, diesel, 9' walk around alum body, 7 compartments"	TOSV-LRWA-F9	TechOps Specialty Vehicles, LLC		0%

"Light RSQ & ESU, Ram 5500, diesel, 9' walk around alum body, 7 compartments"	TOSV-LRWA-R9	TechOps Specialty Vehicles, LLC	0%
"Medium RSQ & ESU, International, diesel, 16' walk around alum body, 9 compartments"	TOSV-MRWA-I16	TechOps Specialty Vehicles, LLC	0%
"Medium RSQ & ESU, Ford F650, diesel, 16' walk around alum body, 9 compartments"	TOSV-MRWA-F16	TechOps Specialty Vehicles, LLC	0%
"Medium RSQ Ford F650, diesel, 16' walk in alum body, 6 comp & interior"	TOSV-LRWI-F16	TechOps Specialty Vehicles, LLC	0%
"Medium RSQ Ford F650, diesel, 16' walk in alum body, 8 comp & interior"	TOSV-LRWI-F16	TechOps Specialty Vehicles, LLC	0%
"Medium RSQ, Freightliner, diesel, 16' walk in alum body, 8 comp & interior"	TOSV-MRWI-FL16	TechOps Specialty Vehicles, LLC	0%
"Medium RSQ, International, diesel, 16' walk in alum body, 8 comp & interior"	TOSV-MRWI-I16	TechOps Specialty Vehicles, LLC	0%
"Prisoner Transport Van, Ford Transit, 2500, gas, insulated, seating"	TOSV-VAN-PT-F1	TechOps Specialty Vehicles, LLC	0%
"Prisoner Transport Van, GM 2500, gas, insulated, seating"	TOSV-VAN-PT-GM1	TechOps Specialty Vehicles, LLC	0%
"Prisoner Transport Van, Sprinter 2500, diesel, insulated, seating"	TOSV-VAN-PT-S1	TechOps Specialty Vehicles, LLC	0%
"Suburban 4x4, K9 kennel, temperature control, emergency lighting"	TOSV-SUV-K9-S1	TechOps Specialty Vehicles, LLC	0%
"Suburban 4x4, Surveillance, covert, counter, cameras, audio"	TOSV-SUV-SURV-S1	TechOps Specialty Vehicles, LLC	0%
"Responder Series 12' All Aluminum Walk-Around Rescue on Ram 5500 Gas, 2-Door, 4X2 Chassis"	FS23QD16	Ward Apparatus	3.50%
"Responder Series 16' All Aluminum Walk-Around Rescue on International MV607, 2-Door, 4X2 Chassis"	FS23QD29	Ward Apparatus	3.50%
10 Man Crew Carrier Vehicle	Sequoia	BME Fire Trucks	5%
10-Ft Emergency Service Unit (ESU) / Ford F-550 Super Cab, 4WD, Diesel	ESU10-SC	Emergency Vehicles Inc.	5%
10-Ft Non-Walk-In Rescue / Ford F-550 2-Door, 4WD, Diesel	NWI10-2D	Emergency Vehicles Inc.	5%
100' Tractor Drawn Aerial Mounted on an Inferno Chassis w/ 605 Engine, 4000 Transmission, XD100 MFD Cab, Aluminum Body, LED Warning Lights and NFPA Ladders / Poke Poles.	HD100RMP-2023	Ferrara Fire Apparatus, Inc.	5%
1019 Ford F-550 Pumper - 1019	23W-101	Pierce	5%
107' Rear Mount Ladder Mounted on an Inferno Chassis w/ 455 Engine, 4000 Transmission, XD100 XMFD Cab, 1500 GPM Pump, 500 Water Tank, Extruded Body, LED Warning Lights and NFPA Ladders / Poke Poles.	HD107RML-2023	Ferrara Fire Apparatus, Inc.	5%
12-Ft Non-Walk-In Rescue / Ford F-550 2-Door, 4WD, Diesel	NWI12-2D	Emergency Vehicles Inc.	5%
12-Ft Non-Walk-In Rescue / Ford F-550 4-Door, 4WD, Diesel	NWI12-4D	Emergency Vehicles Inc.	5%
12-Ft Walk-In Rescue / Ford F-550 2-D, 4WD, Diesel	WI12-2D	Emergency Vehicles Inc.	5%
1250 Gallon Extreme Water Tender, Navistar 2-Door Cab	Mammoth	BME Fire Trucks	5%
14-Ft Crew-Body Rescue / Ford F-550 2-Door, 4WD, Diesel	CREW14-2D	Emergency Vehicles Inc.	5%
15-Ft Air/Light Unit / International MV607 2-Door, 2WD, Diesel	AIRLT15-2D	Emergency Vehicles Inc.	5%
1500 Crew Cab, standard colors, 4X2	Pick-up	Chevrolet (Freedom)	5%
1500 Crew Cab, standard colors, 4X4	Pick-up	Chevrolet (Freedom)	5%
16-Ft Non-Walk-In Rescue / Freightliner M2 2-Door, 2WD, Diesel	NWI16-2D	Emergency Vehicles Inc.	5%
16-Ft Non-Walk-In Rescue / Freightliner M2 4-Door, 2WD, Diesel	NWI16-4D	Emergency Vehicles Inc.	5%
16-Ft Special Service Unit (SSU) / Ford F-550 2-Door, 4WD, Diesel	SSU16-2D	Emergency Vehicles Inc.	5%
16-Ft Walk-In Rescue / Freightliner M2 2-Door, 2WD, Diesel	WI16-2D	Emergency Vehicles Inc.	5%
18-Ft Crew-Body Rescue / Freightliner M2 2-Door, 2WD, Diesel	CREW18-2D	Emergency	5%

		VEHICLES INC.	
18-Ft Mobile Command Vehicle / Freightliner M2 2-Door, 2WD, Diesel	MCV18-2D	Emergency Vehicles Inc.	5%
18-Ft Walk-In Rescue / Freightliner M2 4-Door, 2WD, Diesel	WI18-4D	Emergency Vehicles Inc.	5%
1800 Gallon Tactical Water Tender	Payette	BME Fire Trucks	5%
2-Door Commercial Cab-Chassis, Single Axle, FX Formed Aluminium Body, Walk-Around Rescue	INTERNATIONAL	ROSENBAUER SD	10%
2-Door Commercial Cab-Chassis, Single Rear Axle, FX Formed Aluminum Body, Maverick, 1250 GPM Midship PTO Pump, 1800 Gallon Water Tank	FREIGHTLINER M2 106	ROSENBAUER SD	10%
2-Door Commercial Cab-Chassis, Single Rear Axle, FX Formed Aluminum Body, Maverick, 1250 GPM Midship PTO Pump, 1800 Gallon Water Tank	INTERNATIONAL MV	ROSENBAUER SD	10%
2-Door Commercial Cab-Chassis, Single Rear Axle, FX Formed Aluminum Body, Maverick, 1250 GPM Midship PTO Pump, 1800 Gallon Water Tank	KENWORTH T480	ROSENBAUER SD	10%
2-Door Commercial Cab-Chassis, Single Rear Axle, FX Formed Aluminum Body, Wetside, 1500 GPM Midship PTO Pump, 2000 Gallon Water Tank	FREIGHTLINER M2 106	ROSENBAUER SD	10%
2-Door Commercial Cab-Chassis, Single Rear Axle, FX Formed Aluminum Body, Wetside, 1500 GPM Midship PTO Pump, 2000 Gallon Water Tank	INTERNATIONAL MV	ROSENBAUER SD	10%
2-Door Commercial Cab-Chassis, Single Rear Axle, FX R-Series Formed Aluminum Body, 500 GPM Midship PTO Pump, 2000 Gallon Water Tank	FREIGHTLINER M2 106	ROSENBAUER SD	10%
2-Door Commercial Cab-Chassis, Tandem Rear Axles, EXT Extruded Aluminum Body, 1500 GPM Midship Pump, 3000 Gallon Water Tank	INTERNATIONAL MV	ROSENBAUER MN	10%
2-Door Commercial Cab-Chassis, Tandem Rear Axles, EXT Extruded Aluminum Body, 1500 GPM Midship Pump, 3000 Gallon Water Tank	KENWORTH T880	ROSENBAUER MN	10%
2-Door Commercial Cab-Chassis, Tandem Rear Axles, FX Formed Aluminum Body, 1500 GPM Midship Pump, 3000 Gallon Water Tank	FREIGHTLINER M2 112	ROSENBAUER SD	10%
2-Door Commercial Cab-Chassis, Tandem Rear Axles, FX R-Series Formed Aluminum Body, 1250 GPM Midship Pump, 3000 Gallon Water Tank	FREIGHTLINER M2 112	ROSENBAUER SD	10%
2-Door Custom Cab-Chassis, All-Wheel Electronic Transmission, Modular Body, 3,000 gallons water, 400 gallons foam, 500lb powder, Rosenbauer N80 2100 gpm pump, Bumper Turret	ELECTRIC PANTHER ARFF	ROSENBAUER MN	5%
2-Door Ford F550 Chassis, 12' Extruded Aluminum Body	Light Rescue	E-One	5%
2-Door Freightliner M2 106 Chassis, L9 300 HP, 16' Extruded Aluminum Non Walk-In Rescue Body	M2 Non Walk-In Rescue	E-One	5%
2-Door Freightliner M2 106 Chassis, L9 300 HP, 16' Extruded Aluminum Walk-In Rescue Body	M2 Walk-In Rescue	E-One	5%
2-Door Freightliner M2 106 Chassis, L9 300 HP, Extruded Aluminum Body, 780 Gallon Tank, 1250 GPM Pump	M2 Pumper	E-One	5%
2-Door Freightliner M2 106 Chassis, L9 330 HP Extruded Aluminum Body, 2030 Gallon Tank, 1250 GPM Pump	M2 2-Door Tanker	E-One	5%
2-Door Freightliner M2 106 Chassis, L9 330 HP, Stainless Steel Wet Side Tanker Body, 2000 Gallon Tank, 500 GPM Pump	M2 2000 Wet Side Tanker	E-One	5%
2-Door Freightliner M2 106 Tandem Axle Chassis, L9 330 HP, Stainless Steel Wet Side Tanker Body, 3000 Gallon Tank, 500 GPM Pump	M2 3000 Wet Side Tanker	E-One	5%
2-Door Pumper, Freightliner M2 106 Chassis, L9 360 HP, VM8 Aluminium Wet Side Tanker Body, 2000 Gallon Tank, 750 GPM Pump	VM8 M2 2000 Tanker	E-One	5%
2-Door Pumper, Freightliner M2 112 Tandem Axle Chassis, L9 360 HP, VM8 Aluminium Wet Side Tanker Body, 3000 Gallon Tank, 750 GPM Pump	VM8 M2 3000 Tanker	E-One	5%
2-Door, Freightliner M2 106 Chassis, L9 360 HP, VM8 Aluminium Body, 1000 Gallon Tank, 1500 GPM Pump	VM8 M2 Pumper	E-One	5%
2000 Gallon Water Tender	Tahoe	BME Fire Trucks	5%
2023 Chevrolet Silverado 1500 2WD Crew Cab Custom/Work Truck Short Bed	1500 PU	Chevrolet (Sterling McCall)	5%
2023 Chevrolet Silverado 2500 2WD Crew Cab Custom/Work Truck Short Bed	2500PU	Chevrolet (Sterling McCall)	5%
2023 Chevrolet Tahoe 2WD 5.3L V8	Tahoe PPV	Chevrolet (Sterling McCall)	5%
21-Ft Non-Walk-In / Spartan 4-Door, 2WD, Diesel	NWI21-4D	Emergency Vehicles Inc.	5%
21-Ft Walk-In (Canopy) / Spartan 4-Door, 2WD, Diesel	CANOPY21-4D	Emergency Vehicles Inc.	5%
2250.081-01 XDT TRAILER RACK SYSTEM W/ QUICK FISTS. Shipping Charge Determined based off Shipping address.	QTAC XDT Trailer Rack	MTECH Incorporated QTAC Fire	5%
2300.001-01 QTAC 85HP UTV Mounted Firefighting Skid Unit. Manual Hose Reel, includes: - Welded, 85- gallon PolyTough internally baffled tank, Honda GX200 5.5HP engine - Waterax Versax 6 2-stage pump (Max 105 GPM, 120 PSI). Hannay manual hose reel - Black Commercial Grade Rubber Reel Hose, 3/4" X 75'. Brass Bullseye Nozzle w/ 1/4" turn shut off, 3/4 1-1/2" drain - 4" fill tower - 1" gated auxiliary discharge. 2" auxiliary draft suction (draft kit sold separately) - Paint with white	85HP	MTECH Incorporated QTAC Fire	5%

graphics. Shipping: Add \$750 per unit to the Net price after discount.

2300.003-01 QTAC 70EMS-L - High Pressure 70EMS-L, V6, Manual Reel, 3/4" x 75' hose, brass bulls eye, Welded, 70-gallon PolyTough internally baffled tank, Honda GX200 Manual start 5.5HP Engine, Waterax Versax 6 2-Stage Pump (MAX 120 PSI, 105 GPM), Hannay Manual hose reel, Black Commercial Grade Rubber Reel Hose, 3/4" X 75', Brass Bullseye Nozzle w/ 1/4" turn shut off, 3/4", 1-1/2" drain, 4" fill tower, 1" gated auxiliary discharge, Auxiliary draft suction (draft hose kit sold separately), Water level sight tube, Grab rails and Welded rescue litter platform, Storage box with hinged and latching door, Red with white graphics. Shipping: Add \$750 per unit to the Net price after discount.	QTAC 70EMS-L	MTECH Incorporated QTAC Fire	5%
2300.005-01 QTAC 85EMS-C Fire/Rescue Skid Unit w/ 85 gallon tank and single patient transfer. High Pressure Pump Build, Manual Hose Reel, Includes: - Welded, 85-gallon PolyTough internally baffled tank. Honda GX200, 5.5 HP manual start engine - Waterax Versax 6 2-stage pump (Max 105 GPM, 120 PSI).Hannay manual hose reel - Black Commercial Grade Rubber Reel Hose, 3/4" X 75'. Brass Bullseye Nozzle w/ 1/4" turn shut off, 3/4" 1-1/2" drain - 4" fill tower - 1" gated auxiliary discharge.Auxiliary draft suction (draft hose kit sold separately). Water level sight tube. Grab rails and folding, convertible rescue litter platform. Red with white graphics. Shipping: Add \$750 per unit to the Net price after discount.	85EMS-C	MTECH Incorporated QTAC Fire	5%
2300.009-10 QTAC EMS-R UTV Rescue Skid Unit. Includes: - Red with white decals - Rescue/backboard rescue platform, Sliding storage tray, EMS-R, Black PolyTough - O2 Bottle Holder, Black PolyTough - IV Pole & Holder Assembly, EMS-R Integrated latching rail/handle - Storage compartment with latching door. Sliding Storage Tray, Black, PolyTough - Adjustable attendant seat with seatbelt. Hand rail for attendant - Premium components. Shipping: Add \$750 per unit to the Net price after discount.	EMS-R	MTECH Incorporated QTAC Fire	5%
2300.011-01 QTAC 20S 20S Complete package - brush guard and QuickFists, Welded, 20-gallon PolyTough internally baffled tank, PolyTough hose rack, Poly Brush Guard, Tool Holders, Honda GX25 and Koshin SEH- 25L Pump, Brass bullseye nozzle. 5/8" x 50-foot of rubber hose. Shipping: Add \$750 per unit to the Net price after discount.	QTAC 20S	MTECH Incorporated QTAC Fire	5%
2300.014-01 QTAC EMS-F EMS-F, O2 bottle holder. Shipping: Add \$750 per unit to the Net price after discount.	EMS-F	MTECH Incorporated QTAC Fire	5%
2300.017-02 QTAC 40S UTV Mounted Firefighting Skid Unit: Manual Hose Reel Upgrade, Includes: - Welded, 40-gallon PolyTough internally baffled tank. Honda GHX50 and Koshin SEH-40H (Max 73 GPM, 61 PSI). Hannay manual hose reel - Black Commercial Grade Rubber Reel Hose, 3/4" X 75'. Brass Bullseye Nozzle w/ 1/4" turn shut off, 3/4" 1-1/2" drain - 4" vented fill tower - 1" gated auxiliary discharge - 2" auxiliary draft suction (draft hose kit sold separately). Red with white graphics. Shipping: Add \$750 per unit to the Net price after discount.	40S	MTECH Incorporated QTAC Fire	5%
2300.024-01 QTAC EMS-RG skid unit for ambulance cot Includes:Ambulance cot platform, Mounting locations for Optional latching mechanism, Adjustable attendant seat with seatbelt, Hand rail for attendant, Black with Red Subframe, 76X48. 2250.04 Gurney Mounting Kit Includes: Mounting Plates Rail Clamp Antler Safety Hook. Shipping Charge Determined based off Shipping address	EMS-RG UTV SKID	MTECH Incorporated QTAC Fire	5%
2300.028-02 QTAC 200HP Tsunami Performance -Truck Mounted 200 Gallon Firefighting Skid Unit. Short bed - Versax-6 pump with Electric Reel. Complete Package - (Red W/ White Graphics), Includes: - (1) 200-Gallon copolymer tank with pump platform. (1) Waterax Versax Two-Stage Pump (MAX 120 PSI, MAX 105 GPM) - (1) Honda GX200 6hp 4-cycle engine. (1) Hannay electric hose reel - (1) Black Commercial Grade Rubber Reel Hose, 3/4" X 100'. (1) Viper Nozzle with Pistol Grip, 10-23 GPM, 1" NST X 3/4" GHT Adapter. (1) 8" x 8" Water Fill Tower w/ hinged lid and trash screen - (1) Water Level Gauge. (1) 1-1/2" drain - (1) 2" Draft Suction - (1) 1" NPSH Auxiliary Discharge - (1) 1" Pump-to-tank Recirculation Valve. (1) 1" Pump to Hose Reel. (1) Hannay electric rewind hose reel (Color: Red) - All necessary hoses, clamps, and fittings for build.Approximate dimensions: 75" L x 47 5/8" W x 33 3/8" T. Includes Crating. Shipping: Please call for Quote on Shipping.	QTAC 200HP Tsunami Performance Truck Skid	MTECH Incorporated QTAC Fire	5%
2300.041-02 QTAC 300HP - Tsunami Performance Truck Mounted 300 Gallon tank - Long Bed Skid Unit . Versax-9 pump with Electric Hose Reel. Complete Package - (Black W/ White Graphics), Includes: - (1) 300- Gallon copolymer tank with pump platform. (1) Waterax Versax Two-Stage Pump (MAX 150 PSI, MAX 105 GPM). (1) Honda GX270 9hp 4-cycle engine. (1) Hannay electric hose reel - (1) Black Commercial Grade Rubber Reel Hose, 3/4" X 100'. (1) Viper Nozzle with Pistol Grip, 10-23 GPM, 1" NST X 3/4" GHT Adapter. (1) 8" x 8" Water Fill Tower w/ hinged lid and trash screen - (1) Water Level Gauge.(1) 1-1/2" drain - (1) 2" Draft Suction - (1) 1" NPSH Auxiliary Discharge. (1) 1" Pump-to-tank Recirculation Valve - (1) 1" Pump to Hose Reel. All necessary hoses, clamps, and fittings for build - Approximate dimensions: 94" L x 47 5/8" W x 34 1/4" T. Includes crating. Shipping: Please call for Quote on Shipping.	QTAC 300 HP Tsunami Performance Truck Skid	MTECH Incorporated QTAC Fire	5%
2300.048-01 QTAC 85HPK, Manual Hose Reel, includes: Welded, 85-gallon PolyTough internally baffled tank, Honda GX200 5.5HP engine, KOSHIN SERH-50Z 2" CENTRIFUGAL PUMP 132 GPM, Hannay manual hose reel - Black Commercial Grade Rubber Reel Hose, 3/4" X 75', Brass Bullseye Nozzle w/ 1/4" turn shut off, 3/4" 1-1/2" drain - 4" fill tower - 1" gated auxiliary discharge - 2" auxiliary draft suction, Red with white graphics. Shipping: Add \$750 per unit to the Net price after discount.	QTAC 85HPK	MTECH Incorporated QTAC Fire	5%
2300.060-01 QTAC 70HPK 70HPK, Manual Reel, 75 ft. hose. Welded, 70-gallon PolyTough internally baffled tank, Honda GX200 5.5HP engine, KOSHIN SERH-50Z 2" CENTRIFUGAL PUMP 132 GPM, Hannay manual hose reel, Black Commercial Grade Rubber Reel Hose, 3/4" X 75', Brass Bullseye Nozzle w/ 1/4" turn shut off, 3/4" 4" fill tower, 1" gated auxiliary discharge, 2" auxiliary draft suction (draft kit sold separately), Fork Lift	QTAC 70HPK	MTECH Incorporated QTAC Fire	5%

2300.076-01 XDT TRAILER, 1600# GVW, TRAILER LEAF SPRING, 1600LB SUSPENSION, BALL HITCH COUPLER, BLK.	QTAC XDT 1600GVWR	MTECH Incorporated QTAC Fire	5%
2306.001-03 150-Gallon Short Bed Tsunami Pro Truck Skid with Waterax Versax 9 pump, Versax-9 pump with Electric Hose Reel, Honda 9HP Engine, 4-Cycle, Electric Start, Waterax V9 Pump Max 150 PSI, Max 105 GPM, 92 GPM (348 lpm) @ 50 PSI (3.4 BAR) 80 GPM (303 lpm) @ 75 PSI (5.2 BAR) 64 GPM (242 lpm) @ 100 PSI (6.9 BAR), (1) Welded 150-gallon PolyTough™ tank, baffled to NFPA requirements, (1) 2- 1/2" NST Draft Suction (1) 2-1/2" NST Direct Fill (1) 1-1/2" NST Auxiliary Discharge, (1) 1" NPSH Auxiliary Discharge (1) 1" Tank fill / Recirc (1) 1" gated pump-to-reel, (1) Waterax MCP Control Panel - (1) Battery box (battery included), (1) Electric Hose Reel, 3/4" x 100' red booster hose, top mount, rollers, (1) Viper Nozzle with pistol grip (1) Forklift runners - Welded stainless steel manifold. Includes Crating. Shipping: Please call for Quote on Shipping	150 Gallon Tsunami PRO Truck Skid	MTECH Incorporated QTAC Fire	5%
2306.007-07 300-Gallon Long Bed Tsunami PRO, Waterax Striker 2 Pump. Type R Package, Includes: Honda 13HP Engine, 4-Cycle, Electric Start, Waterax Striker 2 Pump, Max 230 PSI, Max 105 GPM 97 GPM (367 lpm) @ 100 PSI (6.9 BAR) 80 GPM (303 lpm) @ 150 PSI (10.3 BAR) 58 GPM (202 lpm) @ 200 PSI (13.8 BAR), (1) Welded 300-gallon PolyTough™ tank, baffled to NFPA requirements, (1) 2-1/2" NST Draft Suction - (1) 2-1/2" NST Direct Fill, (2) 1-1/2" NST Auxiliary Discharge - (1) 1" Tank fill / Recirc - (1) 1" gated pump-to-reel, (1) Waterax MCP Control Panel - (1) Battery box (battery included) - (1) Hand guzzler/primer, (1) Hannay electric Hose Reel, 3/4" x 100' red booster hose, top mount, rollers, (1) Viper Nozzle with pistol grip - (1) Forklift runners - Welded stainless steel manifold. Includes Crating. Shipping: Please call for Quote on Shipping.	300 Gallon Tsunami PRO Truck Skid	MTECH Incorporated QTAC Fire	5%
24-Ft Crew-Body Haz-Mat / Spartan 3-Door, 2WD, Diesel	CREWHM24-3D	Emergency Vehicles Inc.	5%
24-Ft Non-Walk-In Haz-Mat / Spartan 3-Door, 2WD, Diesel	NWIHM24-3D	Emergency Vehicles Inc.	5%
25-Ft Walk-In (Canopy) / Freightliner M2 4-Door (Tandem Axle), 2WD, Diesel	CANOPY25-4DT	Emergency Vehicles Inc.	5%
25-Ft Walk-In (Canopy) / Freightliner M2 4-Door, 2WD, Diesel	CANOPY25-4D	Emergency Vehicles Inc.	5%
250 gallon water, 18HP Briggs Engine, Waterous 2515 Pump, Stainless Plumbing, Booster Reel with 150' x 1" hose, LED work light.	Danko Skid Unit A1	Danko	5%
2500 Crew Cab, standard colors, 4X2	Pick-up	Chevrolet (Freedom)	5%
2500 Crew Cab, standard colors, 4X4	Pick-up	Chevrolet (Freedom)	5%
2500 Crew Cab, standard colors, 4X4, Diesel	Pick-up	Chevrolet (Freedom)	5%
26-Ft Non-Walk-In Rescue / Spartan 4-Door (Tandem Axle), 2WD, Diesel	NWI26-4DT	Emergency Vehicles Inc.	5%
28-Ft Trailer / Express (Tandem Axle)	TRAILER28-EXT	Emergency Vehicles Inc.	5%
30-Ft Mobile Command Vehicle / Freightliner M2 2-Door (Tandem Axle), 2WD, Diesel	MCV30-2DT	Emergency Vehicles Inc.	5%
30-Ft Walk-In Rescue / Spartan 4-Door (Tandem Axle), 2WD, Diesel	WI30-4DT	Emergency Vehicles Inc.	5%
3000 Gallon Water Tender	Cascade	BME Fire Trucks	5%
32-Ft Mobile Command Vehicle / Freightliner M2 2-Door (Tandem Axle), 2WD, Diesel	MCV32-2DT	Emergency Vehicles Inc.	5%
38-Ft USAR Command Trailer / Express Gooseneck	USAR38-EXGN	Emergency Vehicles Inc.	5%
4-Door Commercial Cab-Chassis, CRT Stainless Steel Bolted body, 1500 GPM Midship Pump, 750 Gallon Water Tank	FREIGHTLINER M2 106	ROSENBAUER MN	10%
4-Door Commercial Cab-Chassis, CRT Stainless Steel Bolted body, 1500 GPM Midship Pump, 750 Gallon Water Tank	INTERNATIONAL MV	ROSENBAUER MN	10%
4-Door Commercial Cab-Chassis, EXT Fully Extruded Aluminum Body, 1500 GPM Midship Pump, 1000 Gallon Water Tank	FREIGHTLINER M2 106	ROSENBAUER MN	10%
4-Door Commercial Cab-Chassis, EXT Fully Extruded Aluminum Body, 1500 GPM Midship Pump, 1000 Gallon Water Tank	INTERNATIONAL MV	ROSENBAUER MN	10%
4-Door Commercial Cab-Chassis, EXT Fully Extruded Aluminum Body, 1500 GPM Midship Pump, 1000 Gallon Water Tank	FREIGHTLINER M2 106	ROSENBAUER MN	10%

4-Door Commercial Cab-Chassis, FX Formed Aluminum Body, 1500 GPM Midship Pump, 750 Gallon Water Tank	FREIGHTLINER M2 106	ROSENBAUER SD	10%
4-Door Commercial Cab-Chassis, FX Formed Aluminum Body, 1500 GPM Midship Pump, 750 Gallon Water Tank	INTERNATIONAL MV	ROSENBAUER SD	10%
4-Door Commercial Cab-Chassis, FX Formed Aluminum Body, 1500 GPM Rear-Mount Pump, 750 Gallon Water Tank	FREIGHTLINER M2 106	ROSENBAUER SD	10%
4-Door Commercial Cab-Chassis, FX Formed Aluminum Body, 1500 GPM Rear-Mount Pump, 750 Gallon Water Tank	INTERNATIONAL MV	ROSENBAUER SD	10%

4-Door Commercial Cab-Chassis, FX R-Series Formed Aluminum Body, 1500 GPM Midship Pump, 1000 Gallon Water Tank	FREIGHTLINER M2 106	ROSENBAUER SD	10%
4-Door Commercial Cab-Chassis, Single Axle, FX Formed Aluminium Body, MINI Rescue	INTERNATIONAL	ROSENBAUER SD	10%
4-Door Custom Cab-Chassis, All Wheel Drive Electric Transmission, Formed Aluminum Body, 1250 GPM Pump, 650 Gallon Water Tank	RTX ELECTRIC	ROSENBAUER MN	5%
4-Door Custom Cab-Chassis, CRT Stainless Steel Bolted body, 1500 GPM Midship Pump, 750 Gallon Water Tank	AVENGER	ROSENBAUER MN	10%
4-Door Custom Cab-Chassis, EXT Fully Extruded Aluminum Body, 1500 GPM Midship Pump, 1000 Gallon Water Tank	COMMANDER	ROSENBAUER MN	10%
4-Door Custom Cab-Chassis, EXT Fully Extruded Aluminum Body, 1500 GPM Rear-Mount Pump, 750 Gallon Water Tank	COMMANDER	ROSENBAUER MN	10%
4-Door Custom Cab-Chassis, FX Formed Aluminum Body, 1500 GPM Midship Pump, 750 Gallon Water Tank	WARRIOR	ROSENBAUER SD	10%
4-Door Custom Cab-Chassis, FX Formed Aluminum Body, 1500 GPM Rear-Mount Pump, 750 Gallon Water Tank	WARRIOR	ROSENBAUER SD	10%
4-Door Custom Cab-Chassis, FX R-Series Formed Aluminum Body, 1500 GPM Midship Pump, 1000 Gallon Water Tank	GENERAL	ROSENBAUER SD	10%
4-Door Custom Cab-Chassis, Single Axle, EXT Extruded Aluminum Body, Walk-Around Heavy Duty Rescue	COMMANDER	ROSENBAUER MN	10%
4-Door Custom Cab-Chassis, Single Rear Axle (TDA), EXT Extruded Aluminum Body, 100' Tiller Aerial with Aerial Waterway	COMMANDER	ROSENBAUER MN	10%
4-Door Custom Cab-Chassis, Single Rear Axle (TDA), FX Formed Aluminum Body, 100' Tiller Aerial with Aerial Waterway	WARRIOR	ROSENBAUER SD	10%
4-Door Custom Cab-Chassis, Single Rear Axle, EXT Extruded Aluminum Body, Rear Mount 102' Raptor Aerial with Rescue Cage, 1500 GPM Pump, 500 Gallon Water Tank	AVENGER	ROSENBAUER MN	10%
4-Door Custom Cab-Chassis, Single Rear Axle, EXT Extruded Aluminum Body, Rear Mount 68' Roadrunner Aerial Water Tower with Ladder, 1500 GPM Pump, 500 Gallon Water Tank	WARRIOR	ROSENBAUER MN	10%
4-Door Custom Cab-Chassis, Single Rear Axle, EXT Extruded Aluminum Body, Rear Mount 78' Viper Aerial, 1500 GPM Pump, 400 Gallon Water Tank	COMMANDER	ROSENBAUER MN	10%
4-Door Custom Cab-Chassis, Single Rear Axle, FX Formed Aluminum Body, Rear Mount 78' Viper Aerial, 1500 GPM Pump, 300 Gallon Water Tank	WARRIOR	ROSENBAUER SD	10%
4-Door Custom Cab-Chassis, Tandem Rear Axles, EXT Extruded Aluminum Body, 1500 GPM Midship Pump, 3000 Gallon Water Tank	COMMANDER	ROSENBAUER MN	10%
4-Door Custom Cab-Chassis, Tandem Rear Axles, EXT Extruded Aluminum Body, Mid-Mount 100' Cobra Platform Aerial, 1500 GPM Pump, 300 Gallon Water Tank	COMMANDER	ROSENBAUER MN	10%
4-Door Custom Cab-Chassis, Tandem Rear Axles, EXT Extruded Aluminum Body, Mid-Mount 100' Viper Aerial, 1500 GPM Pump, 300 Gallon Water Tank	COMMANDER	ROSENBAUER MN	10%
4-Door Custom Cab-Chassis, Tandem Rear Axles, EXT Extruded Aluminum Body, Rear Mount 101' Cobra Platform Aerial, 1500 GPM Pump, 400 Gallon Water Tank	COMMANDER	ROSENBAUER MN	10%
4-Door Custom Cab-Chassis, Tandem Rear Axles, EXT Extruded Aluminum Body, Rear Mount 101' King Cobra Articulating Platform Aerial, 1500 GPM Pump, 400 Gallon Water Tank	COMMANDER	ROSENBAUER MN	10%
4-Door Custom Cab-Chassis, Tandem Rear Axles, EXT Extruded Aluminum Body, Rear Mount 109' Viper Aerial, 1500 GPM Pump, 400 Gallon Water Tank	COMMANDER	ROSENBAUER MN	10%
4-Door Custom Cab-Chassis, Tandem Rear Axles, EXT Extruded Aluminum Body, Rear Mount 115' T-Rex Articulating Platform Aerial, 1500 GPM Pump, 400 Gallon Water Tank	COMMANDER	ROSENBAUER MN	10%
4-Door Custom Cab-Chassis, Tandem Rear Axles, FX Formed Aluminum Body, 1500 GPM Midship Pump, 3000 Gallon Water Tank	WARRIOR	ROSENBAUER SD	10%
4-Door Custom Cab-Chassis, Tandem Rear Axles, FX Formed Aluminum Body, Mid-Mount 100' Cobra Platform Aerial, 1500 GPM Pump, 300 Gallon Water Tank	COMMANDER	ROSENBAUER SD	10%
4-Door Custom Cab-Chassis, Tandem Rear Axles, FX Formed Aluminum Body, Mid-Mount 100' Viper Aerial, 1500 GPM Pump, 300 Gallon Water Tank	COMMANDER	ROSENBAUER SD	10%
4-Door Custom Cab-Chassis, Tandem Rear Axles, FX Formed Aluminum Body, Rear Mount 101' Cobra Platform Aerial, 1500 GPM Pump, 300 Gallon Water Tank	COMMANDER	ROSENBAUER SD	10%
4-Door Custom Cab-Chassis, Tandem Rear Axles, FX Formed Aluminum Body, Rear Mount 101' King Cobra Articulating Platform Aerial, 1500 GPM Pump, 500 Gallon Water Tank	COMMANDER	ROSENBAUER SD	10%
4-Door Custom Cab-Chassis, Tandem Rear Axles, FX Formed Aluminum Body, Rear Mount 109' Viper Aerial, 1500 GPM Pump, 300 Gallon Water Tank	COMMANDER	ROSENBAUER SD	10%
4-Door Ford F550 Chassis, 12' VM8 Aluminum Non Walk-in Rescue Body	VM8 Light Rescue	E-One	5%
4-Door INT Commercial Cab-Chassis, EXT Extruded Aluminum Body, Wildland Urban Interface (WUI) Pumper, 1500 GPM Rear Mount PTO Pump, 750 Gallon Water Tank	TIMBERWOLF	ROSENBAUER MN	10%
42-Ft USAR Trailer / Freightliner 114SD Plus 4-Door Tractor (Tandem)	USAR42-4DT	Emergencv	5%

Diesel		Vehicles Inc.	
5500 Regular cab, standard colors, 4X2, Amb Prep	Pick-up	Chevrolet (Freedom)	5%
77' Rear Mount Ladder Mounted on a Cinder Chassis w/ 450 Engine, 3000 Transmission, XD96 XMFD Cab, 1500 GPM Pump, 500 Water Tank, Extruded Body, LED Warning Lights and NFPA Ladders / Poke Poles.	HD77RML-2023	Ferrara Fire Apparatus, Inc.	5%
A SERVICE		Hi-Tech Emergency	5%
Apparatus Refurbishment and/or Chassis Remount	REFURB	Ward Apparatus	5.00%
Attacker 2 Door Cab and Chassis, 2-Person seating, Walk-in Stainless Steel Body, Jumbo 313" length.	F-5 Attacker 2 Door Walk-in 313" Jumbo Rescue Body	Seagrave Fire Apparatus, LLC	5%
Attacker 2 Door Cab and Chassis, 2-Person seating, Walk-in Stainless Steel Body, Medium, 221" length.	F-6 Attacker 2 door Walk-in Rescue	Seagrave Fire Apparatus, LLC	5%
B SERVICE		Hi-Tech Emergency	5%
Bomb Tech Unit, Ford F550, gas, 12' commercial body	TOSV-BOX-EOD-F1	TechOps Specialty Vehicles, LLC	0%
Bomb Tech Unit, Freightliner, gas, 16' commercial body	BOX-EOD-FL1	TechOps Specialty Vehicles, LLC	0%
Bomb Tech Unit, International, gas, 16' commercial body	TOSV-BOX-EOD-I1	TechOps Specialty Vehicles, LLC	0%
Bomb Tech Unit, Ram 5500, gas, 12' commercial body	TOSV-BOX-EOD-R1	TechOps Specialty Vehicles, LLC	0%
Brush Attack, Ford F550, 2-Door, 4x4, Single Axle, 300 Gallon Tank, Portable Pump, Aluminum Flatedbed	FS12-23-A03	Fouts Bros.	5%
Brush Attack, Ford F550, 2-Door, 4x4, Single Axle, 300 Gallon Tank, Portable Pump, Aluminum Flatedbed	FS12-23-A03	Fouts Bros.	15%
Brush Fire / High Water Response Unit, Ford F550, 144" walk-around aluminum body, roll doors, painted, console, emergency lighting, single wheel conversion, lift kit, skid plate	FS12XSA01	First Priority Emergency Vehicles, Inc.	10%
Capitol Cab & Chassis, 4 person seating, 1000 GPM Pump, 2000 Gallons of Water, Stainless Steel Body	D-2 Capitol Pumper/Tanker 1000 GPM 2000 Gallons Water	Seagrave Fire Apparatus, LLC	5%
Capitol Cab & Chassis, 4 person seating, 1000 GPM Pump, 300 Gallons of Water, Stainless Steel Body, 100' 500# Rearmount Steel Aerial Ladder	B-15 Capitol 100' Force Quint	Seagrave Fire Apparatus, LLC	5%
Capitol Cab & Chassis, 4 person seating, 1000 GPM Pump, 400 Gallons of Water, Stainless Steel Body, 75' 500# Rearmount Steel Aerial Ladder	B-14 Capitol 75' Meanstick	Seagrave Fire Apparatus, LLC	5%
Capitol Cab & Chassis, 4 person seating, 1000 GPM Pump, 500 Gallons of Water, Stainless Steel Body	C-2 Capitol Pumper 1000 GPM 500 Gallons Water	Seagrave Fire Apparatus, LLC	5%
Capitol Cab & Chassis, 4 person seating, 1000 GPM Pump, 500 Gallons of Water, Stainless Steel Body, 60' Articulating Water Tower.	B-21 Capitol HydroForce	Seagrave Fire Apparatus, LLC	5%
Capitol Cab & Chassis, 4 person seating, No Pump or Tank, Stainless Steel Body, 75' Midmount Tower Platform, 1000#	B-22 Capitol 75' Aerialscope Non-Quint Platform	Seagrave Fire Apparatus, LLC	5%
Capitol Cab & Chassis, 4 person seating, No Pump or Tank, Stainless Steel Body, 95' Midmount Tower Platform, 1000#	B-23 Capitol 95' Aerialscope Non-Quint Platform	Seagrave Fire Apparatus, LLC	5%
Capitol Cab & Chassis, 4 person seating, Stainless Steel Body, Short 201" length.	F-3 Capitol Walkaround Rescue	Seagrave Fire Apparatus, LLC	5%
Capitol Cab & Chassis, 4 person seating, Stainless Steel Body, Tractor Drawn 100' 500# Steel Aerial Ladder, without pinnable waterway.	B-19 Capitol 500' Tractor Drawn w/o Waterway	Seagrave Fire Apparatus, LLC	5%
Capitol Cab & Chassis, 4 person seating, Stainless Steel Body, Tractor Drawn 100' 250# Steel Aerial Ladder, without pinnable waterway.	B-17 Capitol 250' Tractor Drawn w/o Waterway	Seagrave Fire Apparatus, LLC	5%
Capitol Cab & Chassis, 4 person seating, Walk-in Stainless Steel Body, Short 201" length.	F-4 Capitol Walk-in Rescue	Seagrave Fire Apparatus, LLC	5%
CHASSIS: Ford f550 or Dodge Ram 5500 chassis 2024 or newer, 60" c/a, xl package, 19,500 lbs. gvwr. BODY: QTAC polytough TM welded polymer body, transverse front compt., adj. shelving, six compartments plus enclosed pump compartment, r-o-m or amdor aluminum roll-up doors, brushed finish, Zolatone Interior Paint, visionmark labeling, top box storage, single color paint scheme, configurable polytough TM center console, rear steps, driver side, handrails to access top of truck, transverse, slidemaster cargo tray, pac tool mount -demo truck, polytoughTM body, transverse front compt., adj. shelving, six compartments plus, enclosed pump compartment, r-o-m or amdor aluminum roll-up doors, brushed finish, reflective chevron striping, interior led lighting strips, door mounted, integrated chainsaw holder (up to 28" bar) SUBFRAME AND BUMPERS: spring-mounted subframe, powdercoatedand, powder coating, custom aluminum rear bumper, 12,000 lbs. warn winch, tow package-hitch, 7 way plug, ball mount, curt receiver hitch, buckstop front bumper, steel, with hose tray (stores 25' x 1-1/2") SUSPENSION: buckstop single wheel conversion kit, 3" lift, aluminum wheel chocks and holders, continental tires (5) 335/80/20 mpt 81 WHELEN LIGHTING PACKAGE: freedom 55" lightbar, m9r m9 led flasher, m9 flange, m6 led flasher, m6 flange, m6 flange 4stack, m6 brake/tail/turn, m6 turn arrow, m9 surface mt led scene, wecan x 21	QTAC Super Search and Rescue Truck	MTECH Incorporated QTAC Fire	5%

button, m6 flasher red, m6 back up ELECTRICAL OPTIONS: kussmaul 1500w charger/inverter with auto eject, 4-way truck camera system, radio pre-wire-labor only, radio install-labor only **Price does not include sales tax, shipping, or delivery charges or any customization changes

CHASSIS: Type 6 Brush Truck, Ford F550 or Dodge Ram 5500 chassis 2024 or newer, 60" c/a, xl package, 19,500 lbs. GVWR. BODY: QTAC PolyTough™ welded copolymer body, QTAC PolyTough welded copolymer 300 or 400 Gallon water tank, transverse front compt., adj. shelving, six compartments plus enclosed pump compartment, ROM aluminum roll-up doors, brushed finish, Zolatone interior paint, visionmark labeling, top box storage, single color paint scheme, configurable PolyTough center console, rear steps, driver side, handrails to access top of truck, transverse, slidemaster cargo tray, pac tool mount L2 compt, reflective 3M chevron striping, interior led lighting strips, door mounted, integrated chainsaw holder (up to 28" bar) SUBFRAME AND BUMPERS: springmounted steel subframe, powdercoated, custom aluminum rear bumper, 12,000 lbs. warn winch, tow package-hitch, 7 way plug, ball mount, Curt receiver hitch, Buckstop front steel bumper, with hose tray (stores 25' x 1-1/2") SUSPENSION: Buckstop single wheel conversion kit, 3.5" lift, aluminum wheel chock holders, Continental tires (5) 335/80/20 MPT 81 WHELEN LIGHTING PACKAGE: Liberty 2 dual color 54" lightbar, Whelen Ions front grill, front fenders, M4V led flashers and flanges, M6V flashers rear upper, M6 four stack, brake/tail/turn, M6 red flasher in stack, surface mount Whelen Pioneer LED scene, WeCan x 21 button, PLUMBING PACKAGE: Waterax diesel B2X-D902 pump, max 310 gpm, max 180psi, hose reel frame, Hannay electric hose reel w/ c roller set, 100' x 3/4" ID booster hose, forward discharge, max vision remote gauges, front bumper sweeps, Brushhawk front remote monitor with cab mount control, 10 gallon foam ELECTRICAL OPTIONS: Kussmaul 1500w charger/inverter with auto eject, 4-way truck camera system, radio pre-wire-labor only, radio install-labor only **Price does not include sales tax, shipping, or delivery charges or any customization changes	QTAC Super 6 Brush Truck	MTECH Incorporated QTAC Fire	5%
Chevrolet Reg Cab 4x4 chassis, Diesel, Brushfighter aluminum flatbed body, 250 Gallon Water, 155 GPM @100 PSI Pump	BRUSHFIGHTER C6500	Daco	10%
Chevrolet Suburban 4X2	Suburban	Chevrolet (Freedom)	5%
Chevrolet Tahoe, 4X2	Tahoe	Chevrolet (Freedom)	5%
Command & Communications trailer, work stations, HVAC, 120 VAC power	TOSV-TRL-COM	TechOps Specialty Vehicles, LLC	0%
Command Center, Medium duty, 26000 lb GVWR, Aluminum modified dry freight body, 28ft, aluminum interior cabinets, work stations, 120v power.	FS12XSH14	First Priority Emergency Vehicles, Inc.	10%
Command upfit 2021+ Chevy Tahoe	Chief 2 Upfit	Alpha One Firetrucks, LLC	5%
Command upfit on 2015+ Ford F-150	Chief 1 Upfit	Alpha One Firetrucks, LLC	5%
Command upfit on 2019+ Chevy Silverado	Chief 3 Upfit	Alpha One Firetrucks, LLC	5%
Command Vehicle / Ford F-350 Pick-up 4-Door, 4WD, Gas	COMMAND-PU	Emergency Vehicles Inc.	5%
Command Vehicle / Ford Transit 350 HD, 2WD, Diesel	COMMAND-VAN	Emergency Vehicles Inc.	5%
Command/Communication, Investigation,Ford F550, gas, 12' commercial body	TOSV-BOX-CCI-F1	TechOps Specialty Vehicles, LLC	0%
Command/Communication, Investigation,Ram 5500, gas, 12' commercial body	TOSV-BOX-CCI-R1	TechOps Specialty Vehicles, LLC	0%
Command/Communication, Investigation,Step Van, gas, 18' aluminum body	TOSV-SV-CCI-F1	TechOps Specialty Vehicles, LLC	0%
Command/Communication,Investigation,Freightliner,g as,16' commercial body	TOSV-BOX-CCI-FL1	TechOps Specialty Vehicles, LLC	0%
Command/Communication,Investigation,International, gas,16' commercial body	TOSV-BOX-CCI-I1	TechOps Specialty Vehicles, LLC	0%
Commercial utility body, Ford F-550 11ft walk-in body, steel, painted, 9 compartments, console, emergency lighting.	FS12XSF09	First Priority Emergency Vehicles, Inc.	10%
Crime Scene Van, Ford Transit, 2500, gas, insulated, cabinets, scene lighting	TOSV-VAN-CS-F1	TechOps Specialty Vehicles, LLC	0%
Critical Response Command Unit, Ford Transit-350 High Roof Van, 2WD, 9,500 GVWR, 22 feet overall length, Single axle, Gasoline	CRU-22	Frontline Communications	5.50%
Custom Command Center, 30 ft custom aluminum body, 3 rooms, network, 120 vac, heat & AC, Camera system,	FS12XSH15	First Priority Emergency Vehicles, Inc.	10%
Custom Command Center, 40 ft custom aluminum body, 3 rooms, network, 120 vac, heat & AC, Camera system,	FS12XSH16	First Priority Emergency Vehicles, Inc.	10%
Custom Fire Truck Chassis, Big Block Diesel, Auto, 4 Door, 1250GPM	CFA-CUSTOM-P	Custom Fire	16.50%

1000 Tank, Pumper Body, Roll Up Doors, Seating for 6		Apparatus, Inc.	
Custom Fire Truck Chassis, Big Block Diesel, Auto, 4 Door, 1250GPM 3000 Tank, Pumper Tanker Body, Roll Up Doors, Seating for 6	CFA-CUSTOM-PT	Custom Fire Apparatus, Inc.	16.50%
Custom Fire Truck Chassis, Big Block Diesel, Auto, 4 Door, Walk In Rescue Body Body, Roll Up Doors, Seating for 6	CFA-HD-NWIR	Custom Fire Apparatus, Inc.	16.50%
Custom Fire Truck Chassis, Big Block Diesel, Auto, 4 Door, Walk In Rescue Body Body, Roll Up Doors, Seating for 6	CFA-HD-WIR	Custom Fire Apparatus, Inc.	16.50%
Custom Fire Truck Chassis, Diesel, Auto, 4WD, 4 Door, 1250GPM Fire Pump, 500 Tank, Pumper Body, Roll Up Doors, Seating for 6	CFA-CUSTOM-IE	Custom Fire Apparatus, Inc.	16.50%
Custom Pumper Mounted on a REV Aluminum Chassis w/ 360 Engine, Automatic Transmission, XMF D Cab, Aluminum Body, 750 Water Tank and 1250 GPM Pump.	VECTOR-2023	Ferrara Fire Apparatus, Inc.	5%
Decon trailer, male-female, four station, HVAC, plumbing, 120 VAC power	TOSV-TRL-DECON	TechOps Specialty Vehicles, LLC	0%
DEEP SOUTH WILDLAND FIRE APPARATUS FORD DIESEL F 350 REG CAB 4X4 8' BED WITH SKID UNIT 150 GPM PUMP 250 GAL WATER	A03	Deep South Fire Trucks, Inc.	10%
DEEP SOUTH WILDLAND FIRE APPARATUS FORD GAS F 550 REGULAR CAB, 4X4, 9' ALUM FLATBED FIRE BODY W/SKID UNIT 150 GPM PUMP 250 GAL TANK	A01	Deep South Fire Trucks, Inc.	10%
DEEP SOUTH WILDLAND FIRE APPARATUS IHC CV REGULAR CAB 4X2 15' ALUM FLATBED FIRE BODY W SKID UNIT 150 GPM PUMP 250 GAL TANK	A02	Deep South Fire Trucks, Inc.	10%
Deployment utility, GM 4500 cutaway, gas, 9' steel body, 6 compartments, insulated interior, HVAC, benches w/storage	TOSV-U-SWAT-GM9	TechOps Specialty Vehicles, LLC	0%
Deployment Van, Sprinter 2500, diesel, insulated, benches, rear AC	TOSV-VAN-SWAT-S1	TechOps Specialty Vehicles, LLC	0%
Dodge Charger Pursuit V6, AWD	Passenger	Dodge (Freedom)	5%
Dodge Charger Pursuit V8, 4X2	Passenger	Dodge (Freedom)	5%
Dodge Chassis, Crew Cab, 4x4, Diesel, Aluminum Body with hinged doors, Led Warning lights	BRUSHFIGHTER	Daco	10%
Dodge Pursuit Durango V6 AWD	SUV	Dodge (Freedom)	5%
Dodge Pursuit Durango V8 AWD	SUV	Dodge (Freedom)	5%
Dodge Reg Cab 4x4 Chassis, Diesel, Brushfighter aluminum flatbed body, 250 Gallon Water, 155 GPM @100 PSI Pump	BRUSHFIGHTER D5500	Daco	10%
Dodge, Type 6, 300 Gallon Water Tank, 1.5AGE Pump	McCall	BME Fire Trucks	5%
DS1000 SERIES TENDER/ IHC HV 2 DOOR, HI/LOW SERIES PUMPER,1800 GAL POLY TANK - 1/8" HI/LOW, ALUM. BODY 500 GPM PTO PUMP	D01	Deep South Fire Trucks, Inc.	10%
DS1000 SERIES TENDER/ S[ARTAM ,ETRP 4 DR DOOR, HI/LOW SERIES PUMPER,1800 GAL POLY TANK - 1/8" HI/LOW, ALUM. BODY 500 GPM PTO PUMP	D02	Deep South Fire Trucks, Inc.	10%
DS3000 SERIES PUMPER/ IHC HV 2 DOOR, HI/LOW SERIES PUMPER, 750 GAL POLY TANK - 1/8" HI/LOW, ALUM. BODY SIDE MOUNT 1250 GPM PUMP	C01	Deep South Fire Trucks, Inc.	10%
DS3000 SERIES PUMPER/SPARTAN METRO 4 DOOR HI/LOW SERIES PUMPER, 750 GALLONS POLY TANK - 1/8" HI/LOW ALUM BODY SIDE MOUNT 1250 GPM PUMP	C02	Deep South Fire Trucks, Inc.	10%
E-One 100' HP100 Tandem Axle Aluminum Rear Mount Platform, 1000# Tip, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, 300 Gallon tank, 1500 GPM Pump	HP100 Platform	E-One	5%
E-One 100' HR100 Single Axle Aluminum ladder, 500# Tip, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, 300 Gallon tank, 1500 GPM Pump	HR100 SA Quint	E-One	5%
E-One 100' HR100 Tandem Axle Aluminum ladder, 500# Tip, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, 300 Gallon tank, 1500 GPM Pump	HR100 Ladder	E-One	5%
E-One 100' single axle LTH100 Aluminum ladder, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, No Tank No Pump	Mero 100 Ladder	E-One	5%
E-One 137' CR100 Tandem Axle Aluminum ladder, 500# Tip, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, 300 Gallon tank, 1500 GPM Pump	CR137 Ladder	E-One	5%
E-One 75' Aluminum ladder, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, 500 Gallon tank, 1500 GPM Pump	HP75 Ladder	E-One	5%
E-One 78' Aluminum ladder, 500# Tip, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, 500 Gallon tank, 1500 GPM Pump	HP78 Ladder	E-One	5%
E-One 93' HP95 Tandem Axle Aluminum Rear Mount Platform, 750# Tip, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, 300 Gallon tank, 1500 GPM Pump	HP95 RM Platform	E-One	5%
E-One 95' HP95 Tandem Axle Aluminum Rear Mount Platform, 1000# Tip, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded	HP95 MM Platform	E-One	5%

Aluminum Body, 300 Gallon tank, 1500 GPM Pump			
E-One EV Electric Typhoon 4-Door Chassis, Extruded Aluminum Body, 500 Gallon Tank, 1250 GPM Pump	Vector	E-One	5%
E-One Typhoon 4-Door Chassis, X12 445 HP, Extruded Aluminum Body, 2030 Gallon Tank, 1250 GPM Pump	Typhoon Tanker	E-One	5%
E-One Typhoon 4-Door Chassis, X12 455 HP, Extruded Aluminum Body, 780 Gallon Tank, 1250 GPM Pump	Typhoon Pumper	E-One	5%
E-One Typhoon 4-Door, X12 445 HP, 16' Extruded Aluminum Non Walk-In Rescue Body	Typhoon Non Walk-In Rescue	E-One	5%
E-One Typhoon 4-Door, X12 445 HP, 16' Extruded Aluminum Walk-In Rescue Body	Typhoon Walk-In Rescue	E-One	5%
ELECTRIC TRANSIT SUPPORT UNIT WITH CUSTOM INTERIOR AND SHELVING; GRAPHICS	E-TRANSIT SUPPORT VEHICLE	Ford	5%
Emergency Response Unit, Ford F550, 108" walk-around steel body, 7 compartments, painted, console, emergency lighting.	FS12XSF01	First Priority Emergency Vehicles, Inc.	10%
Emergency Response Unit, Ford F550, 144" walk-around steel body, 9 compartment, painted, console, emergency lighting.	FS12XSF02	First Priority Emergency Vehicles, Inc.	10%
Emergency Response Unit, Freightliner Medium Duty Chassis with 20ft length custom aluminum apparatus body, 10 compartments, roll doors, painted, console, emergency lighting.	FS12XSF08	First Priority Emergency Vehicles, Inc.	10%
Enforcer 2000 Gallon Tanker - 1044	23PT-104	Pierce	5%
Enforcer Chassis, 107' Tractor Drawn Aerial - 1036	23A-110	Pierce	5%
Enforcer Chassis, Single Rear 107' Aerial -1030	23A-104	Pierce	5%
Enforcer Chassis, Single Rear Axle, 75' Aerial - 1027	23A-101	Pierce	5%
Enforcer Chassis, Tandem Rear Axle, 107' Aerial - 1031	23A-105	Pierce	5%
Enforcer Chassis, Tandem Rear axle, mid-mounted 100' platform - 1035	23A-109	Pierce	5%
Enforcer Chassis, Tandem Rear Axle, PUC, 75' Aerial - 1028	23A-102	Pierce	5%
Enforcer NWI-Rescue - 1051	23SS - 102	Pierce	5%
Enforcer PUC NWI-Rescue - 1053	23SS - 104	Pierce	5%
Enforcer PUC Pumper 750 tank, 1500 pump 1024	23P-106	Pierce	5%
Enforcer Pumper 750 tank, 1500 pump 1023	23P-105	Pierce	5%
Enforcer Snozzle - 1037	23A-111	Pierce	5%
Enforcer Stainless NWI-Rescue - 1057	23SS - 108	Pierce	5%
Enforcer Tandem 3000 Tanker - 1048	23PT-108	Pierce	5%
Enforcer Tandem Combo - 1055	23SS - 106	Pierce	5%
Enforcer Walk-in - 1058	23SS - 109	Pierce	5%
ERV Legend Side Mount Pumper, FC-94 Chassis (4dr), Single Axle, 500 Gal Tank, 1250 GPM Pump	ERV Legend SM FC94	Spartan Fire, LLC	3%
ERV Legend Top Mount Pumper, FC-94 Chassis (2dr), Single Axle, 500 Gal Tank, 1250 GPM Pump	ERV Legend TM FC94	Spartan Fire, LLC	3%
ERV Star Dryside Tanker, FC-94 Chassis (2dr), Tandem Axle, 3000 Gal Tank, 1250 GPM Pump	ERV Star Dryside-FC94	Spartan Fire, LLC	3%
ERV Star Dryside Tanker, MetroStar Chassis, Tandem Axle, 2000 Gal Tank, 1250 GPM Pump	ERV Star Dryside	Spartan Fire, LLC	5%
ERV Star Elliptical Tanker, FC-94 Chassis (2dr), Tandem Axle, 3000 Gal Tank, 750 GPM Pump	ERV Star Elliptical FC94	Spartan Fire, LLC	3%
ERV Star NXT Pumper, MetroStar Chassis, Single Axle, 750 Gal Tank, 1500 GPM Pump	ERV Star NXT	Spartan Fire, LLC	3%
ERV Star Rear Mount Pumper, MetroStar Chassis, Single Axle, 500 Gal Tank, 1250 GPM Pump	ERV Star RM	Spartan Fire, LLC	5%
ERV Star Side Mount Pumper, FC-94 Chassis (4dr), Single Axle, 500 Gal Tank, 1250 GPM Pump	ERV Star SM FC94	Spartan Fire, LLC	5%
ERV Star Side Mount Pumper, MetroStar Chassis, Single Axle, 750 Gal Tank, 1250 GPM Pump	ERV Star SM	Spartan Fire, LLC	5%
ERV Star Top Mount Pumper, MetroStar Chassis, Single Axle, 750 Gal Tank, 1250 GPM Pump	ERV Star TM	Spartan Fire, LLC	5%
ERV Star Walk Around Rescue, MetroStar Chassis, Single Axle	ERV Star Walk Around	Spartan Fire, LLC	5%
ERV Star Wetside Tanker, FC-94 Chassis (2dr), Tandem Axle, 2500 Gal Tank, 500 GPM Pump	ERV Star Wetside FC94	Spartan Fire, LLC	3%
ERV Star Wildland Type III, Freightliner Chassis (4dr), Single Axle, 500 Gal Tank, 500 GPM Pump PTO Pump	ERV Wildland Type III	Spartan Fire, LLC	3%
ERV Star Wildland Urban Interface, MetroStar Chassis, Single Axle, 750 Gal Tank, 1250 GPM Pump	ERV WUI	Spartan Fire, LLC	5%
Existing vehicle technology & configuration retrofit	TOSV-VTR-3C	TechOps Specialty Vehicles, LLC	0%
Existing vehicle technology - Base	TOSV-VTR-2C	TechOps Specialty Vehicles, LLC	0%

EXPEDITION XL SSV COMMAND UNIT WITH EMERGENCY LIGHTING; GRAPHICS	EXPEDITION SSV EVS COMMAND UNIT	Ford	5%
EXPLORER POLICE INTERCEPTOR COMMAND UNIT WITH EMERGENCY LIGHTING, GRAPHICS	EXPLORER INTERCEPTOR EVS COMMAND UNIT	Ford	5%
F150 POLICE RESPONDER FOR FIRE CHIEF / BATTALLION CHIEF QUICK RESPONSE EQUIPPED WITH EMERGENCY LIGHTING AND GRAPHICS	F150 RESPONDER RAPID RESPONSE / COMMAND	Ford	5%
F250 4X4 CREW CAB RESPONSE COMMAND VEHICLE/ SCENE COMMANDER UNIT	F250 RAPID RESPONSE / SCENE COMMANDER UNIT	Ford	5%
F350 4X4 CRWW CAB RESPONSE / RESCUE / SCENE COMMANDER	F350 RESPONSE UNIT	Ford	5%
F450, Gas engine, 2 door, 4x4, 11ft Aluminum flatbed, 300 gallon water tank, gas engine pump	Brush 11ft	Unruh Fire	3%
F450, Gas engine, 2 door, 4x4, 9ft Aluminum flatbed, 300 gallon water tank, gas engine pump	Brush 9ft	Unruh Fire	3%
F550, Diesel engine, 2 door, 4x4, 12ft ARFF Rescue body, 300 gallon water tank, 500lbs dry chemical	ARFF5300	Unruh Fire	3%
F550, Diesel engine, 4 door, 4x4, 10ft Aluminum Rescue body, 300 gallon water tank PTO driven pump	12ft Mini pumper	Unruh Fire	3%
F550, Gas engine, 2 door, 4x4, 11ft Aluminum Rescue body	Dry Rescue 11ft	Unruh Fire	3%
F550, Gas engine, 2 door, 4x4, 11ft Aluminum Rescue body, 300 gallon water tank, gas engine pump	Wet Rescue 11ft	Unruh Fire	3%
F550, Gas engine, 2 door, 4x4, 9ft Aluminum Rescue body	Dry Rescue 9ft	Unruh Fire	3%
F550, Gas engine, 2 door, 4x4, 9ft Aluminum Rescue body, 300 gallon water tank, gas engine pump	Wet Rescue 9ft	Unruh Fire	3%
F750 4X4 WITH CUSTOM HIGH WATER RESCUE BODY	F750 HIGH WATER RESCUE	Ford	5%
Firematic, Rally B.R.A.T. ® Ford F550, 4WD, 4-Door , Aluminum compartment body, 300 Gallon Water Tank, 18 HP Pump, Pump and Roll Capability, Super Single wheels and tires	FS23MB02	Firematic	5%
Firematic, B.R.A.T. ® 1000. Commercial Pumper, Aluminum compartment body, Mid Mount, Ford F550 4x4, 300 Gallon Water Tank, 1250 GPM Pump	FS23MC01	Firematic	5%
Firematic, B.R.A.T. ® Ford F550, 4WD, 4-Door , Aluminum flatbed body, Aluminum investment protection cage, 300 Gallon Water Tank, 18 HP Pump, Pump and Roll Capability, Super Single wheels and tires	FS23MB07	Firematic	5%
Firematic, Brute Commercial Pumper, Aluminum compartment body, Front Mount, Freightliner 4x4, 750 Gallon Water Tank, 1250 GPM Pump	FS23MC03	Firematic	5%
Firematic, Brute Commercial Pumper, Aluminum compartment body, Front Mount, International 7400 4x4, 750 Gallon Water Tank, 1500 GPM Pump	FS23MC04	Firematic	5%
Firematic, Brute Commercial Pumper, Aluminum compartment body, Mid Mount, 750 Gallon Water Tank, 1250 GPM Pump	FS23MC05	Firematic	5%
Firematic, Commercial Rescue, non Walk In, Aluminum Body	FS23MD03	Firematic	5%
Firematic, Commercial Rescue, Walk In, Aluminum Body	FS23MD04	Firematic	5%
Firematic, Rally B.R.A.T. ® 1000. Commercial Pumper, Aluminum flatbed body, Mid Mount, Ford F550 4x4, 300 Gallon Water Tank, 1250 GPM Pump	FS23MC02	Firematic	5%
Firematic, Rally B.R.A.T. ® Dodge 5500, 4WD, 4-Door , Aluminum flatbed body, 300 Gallon Water Tank, 18 HP Pump, Pump and Roll Capability, Super Single wheels and tires	FS23MB06	Firematic	5%
Firematic, Rally B.R.A.T. ® Ford F350, 4WD, 2-Door , Aluminum flatbed body, 250 Gallon Water Tank, Hale HPX200 Pump, Pump and Roll Capability, Super Single wheels and tires	FS23MB03	Firematic	5%
Firematic, RALLY B.R.A.T. ® Ford F550, 4WD, 4-Door , Aluminum flatbed body, 300 Gallon Water Tank, 18 HP Pump, Pump and Roll Capability, Super Single wheels and tires	FS23MB01	Firematic	5%
Firematic, Rally Grass Rig Ford F450, 4WD, 2-Door , Aluminum flatbed body with walkway, 300 Gallon Water Tank, Hale HPX200 Pump, Pump and Roll Capability, Super Single wheels and tires	FS23MB08	Firematic	5%
Firematic, Rescue B.R.A.T. ® Non Walk In, Aluminum Body Light Rescue, Ford F550	FS23MD01	Firematic	5%
Firematic, Rescue B.R.A.T. ® Walk In, Aluminum Body Light Rescue, Ford F550	FS23MD02	Firematic	5%
Firematic, Special Purpose, Chief's Vehicle, Chevy	FS23MD06	Firematic	5%
Firematic, Special Purpose, Chief's Vehicle, Dodge	FS23MD07	Firematic	5%
Firematic, Special Purpose, Chief's Vehicle, Ford	FS23MD05	Firematic	5%
FORD 450 chassis / VW 15.000lb / Crew cab / 300 gal water /120gpm auxiliary pump / Pump & Roll capability	Wildland 6	ITURRI America	10%
Ford 550 2d gas chassis, 4x4, Painted Aluminum Body, NFPA warning light package	Danko Small Rescue F2	Danko	5%
Ford 550 2dr gas chassis, 4x4, Aluminum Flated, 250 gallon water, 18HP Briggs Engine, Waterous 2515 Pump, Stainless Plumbing, NFPA warning light package	Danko Flatbed A3	Danko	5%
Ford 550 2dr gas chassis, 4x4, Full Aluminum Painted Body, 250 gallon	Danko Quick Response	Danko	5%

water, 18HP Briggs Engine, Waterous 2515 Pump, Stainless Plumbing, NFPA warning light package	A4		
Ford 550 2dr gas chassis, 4x4, Painted aluminum body, 250 gallon water, 18HP Briggs Engine, Waterous 2515 Pump, Stainless Plumbing, NFPA warning light package	Danko Wildland A2	Danko	5%
Ford 550 Crew Cab chassis, 4x4, diesel engine, Painted aluminum body, 300 gallon water, 1250 GPM pump, NFPA warning light package	Danko Mini Pumper C2	Danko	5%
Ford Bronco, 4 door, 4x4, gasoline, communications	Smart Vehicle	WS Darley	5%
Ford Expedition Max 4X2	SUV	Ford (Freedom)	5%
Ford Expedition Max 4X4	SUV	Ford (Freedom)	5%
Ford Expedition, 4X2	SUV	Ford (Freedom)	5%
Ford Expedition, 4X2, SSV	SUV	Ford (Freedom)	5%
Ford Expedition, 4X4	SUV	Ford (Freedom)	5%
Ford Expedition, 4X4, SSV	SUV	Ford (Freedom)	5%
Ford Explorer Police Pkg, AWD	SUV	Ford (Freedom)	5%
Ford Explorer Police Pkg, AWD, Ecoboost	SUV	Ford (Freedom)	5%
Ford F 750 Chassis with a custom aluminum box with slide outs. The MCV1000 and MCV1000MC Mobile Command Vehicles are designed as entry level command vehicles to meet a wide range of command and control applications. The MCV1000MC builds on the MCV1000 by including a 25' pneumatic mast and PTZ network camera.	Ford F750 - MCV1000MC - Mobile Command Vehicle with Mast and Camera	TechOps Specialty Vehicles, LLC	0%
Ford F 750 Chassis with a custom aluminum box with slide outs. The MCV1000 and MCV1000MC Mobile Command Vehicles are designed as entry level command vehicles to meet a wide range of command and control applications. The MCV1000MC builds on the MCV1000 by including a 25' pneumatic mast and PTZ network camera.	Freightliner M2 - Mobile Command Vehicle with Mast and Camera	TechOps Specialty Vehicles, LLC	0%
Ford F-450 Crew Cab 4x4 Diesel Enclosed Walk-In Loadbed Support Vehicle	Sentinal 661 WI	SNF, Inc. dba BFX Fire Apparatus	15%
Ford F-450 Crew Cab 4x4 Diesel Supperintendent Support Vehicle	Sentinal Superintendent	SNF, Inc. dba BFX Fire Apparatus	15%
Ford F-450, 2 door, gas engine Steel Flatbed	TB1	Nevada Pacific Services, Inc.	0%
Ford F-550 2 Door, Diesel Engine, with Aluminum Flatbed w/ work stations, Aluminum Compartments	TB5	Nevada Pacific Services, Inc.	0%
Ford F-550 2 Dr, Diesel engine Extruded Aluminum Flatbed w/ Aluminum compartments	TB3	Nevada Pacific Services, Inc.	0%
Ford F-550 Crew Cab 4x4 Diesel Composite Body 310/7 Water - Foam Gallon 105GPM	Attack One / C	SNF, Inc. dba BFX Fire Apparatus	15%
Ford F-550 Crew Cab 4x4 Diesel Platform Body 310/7 Water - Foam Gallon 105 GPM	Attack One / P	SNF, Inc. dba BFX Fire Apparatus	15%
Ford F-550 Crew Cab 4x4 Diesel Platform Body w-Manwells /310 / 7 Water Foam Gallon / 105 GPM	Attack One / P-R	SNF, Inc. dba BFX Fire Apparatus	15%
Ford F-550 Rescue 12' -1050	23SS - 101	Pierce	5%
Ford F-550 XL 4x4 Crew Cab, Diesel Engine, 60" CA, 9' Multi-Purpose Brush Truck/ Light Rescue 300 Gallon Tank, 300 gpm Water Pump.	TB8	Nevada Pacific Services, Inc.	0%
Ford F-550 XL 4x4, 2-Dr, Diesel Engine, 165" WB, 12' Rescue Brush Truck, 300 Gallon Tank, Diesel Driven 220 gpm Water Pump.	TB9	Nevada Pacific Services, Inc.	0%
Ford F-550 XL 4x4, 2-Dr, Gas Engine, 60" CA, Brush Truck, Aluminum flatbed and compartments 300 Gallon Tank, Water Pump, 200gpm Pump.	TB6	Nevada Pacific Services, Inc.	0%
Ford F-550 XL 4X4, 4-Dr., 60" CA, Gas engine Brush Truck, Aluminum flatbed w/ Aluminum Compartment., 300 Gallon Tank, 240 gpm water pump.	TB7	Nevada Pacific Services, Inc.	0%
Ford F-550, 2 Door, Gas Engine, Steel Flatbed w/ work stations	TB4	Nevada Pacific Services, Inc.	0%
Ford F-550, 2 Door, Gas Engine, Steel Flatbed w/ work stations	TB2	Nevada Pacific Services, Inc.	0%
Ford F-550, 4 x 2, 4-Door, Aluminum Minipumper Body, 250 Gal. Tank, 1000 gpm Midship pump	FS230A01 - Minipumper	KME Fire Apparatus	3%
Ford F-550, 60" CA, Crew Cab, Diesel Engine Steel Flatbed W/ work stations and Aluminum cabinets, 300 gal drop in tank 200 gpm pump	TB10	Nevada Pacific Services, Inc.	0%
Ford F-550, 60" CA, Crew Cab, Diesel Engine Steel Flatbed W/ work stations and Aluminum cabinets, 300 gal drop in tank 200 gpm pump	TB12	Nevada Pacific Services, Inc.	0%
Ford F-550, Crew Cab, Diesel Engine 60" CA Aluminum Flatbed with work stations and Poly cabinets, 300 gal drop in tank 200 gpm pump	TB11	Nevada Pacific Services, Inc.	0%
Ford F-600 diesel aluminum flatbed, aluminum compartments, 800 gallon tank, gas 300 gpm pump. Emergency lighting packag.	TB21	Nevada Pacific Services, Inc.	0%
Ford F-600 Gas aluminum flatbed, aluminum compartments, 800 gallon tank, gas 300 gpm pump. Emergency lighting packag.	TB22	Nevada Pacific Services, Inc.	0%
Ford F250 Pickup, Responder, std cab, gas, 8' bed, cap, rear pull out equipment unit	TOSV-FPU-R1	TechOps Specialty	0%

		Vehicles, LLC	
FORD F350 4X4 GAS ENGINE WITH A BLANCHAT B3 CHAPPAREL UPFIT.	B3	Blanchat	5%
Ford F350 4X4 GAS ENGINE WITH A MERO FIRE BRUSH TRUCK UNIT	M1	METRO FIRE	5%
Ford F350 Crew Cab, Topper, Bedslide, Emergency Pacakge	Ford Command Truck	Spencer Manufacturing	5%
Ford F350 XLT with upgraded chrome rims and vehicle accents. This Pop-Up has a custom aluminum box which is converted into a "Pop-Up" library. This pop-up bookmobile is designed for community outreach anywhere at anytime. It does not require a generator and can be setup at any event in minutes.	TOSV-Pop Up-MOV6109F-01	TechOps Specialty Vehicles, LLC	6%
FORD F450 4X4 GAS ENGINE WITH A BLANCHAT B4 CHAPPAREL WILDFIRE UPFIT.	B4	Blanchat	5%
Ford F550 4 door 4x4 diesel , 300 gallon tank, bolted stainless steel body	Ford Mini-Pumper	Toyne	10%
Ford F550 4 door 4x4 diesel, Hale HP200X-18, 250 gallon tank, bolted stainless steel body	Wildland	Toyne	10%
Ford F550 4 door 4x4, bolted stainless steel walk around rescue body	Light duty rescue	Toyne	10%
Ford F550 4X4 4-Door Chassis, aluminum VM8 body, 300 Gallon Water, 1250 GPM Pump	VM8 Mini Pumper	E-One	5%
FORD F550 4X4 GAS ENGINE WITH A BLANCHAT B24 MINUTEMAN WILDFIRE UNIT.	B24	Blanchat	5%
FORD F550 4X4 GAS ENGINE WITH A BLANCHAT B27 MINUTEMAN WILDFIRE UNIT	B27	Blanchat	5%
FORD F550 4X4 GAS ENGINE WITH A BLANCHAT B5 CHAPPAREL WILDFIRE UNIT.	B5	Blanchat	5%
Ford F550 Cab & Chassis, Four Door, Hale DSD 1250 GPM Pump, 300 Gallons of Water, Aluminum Body	C-4 Mini Pumper	Seagrave Fire Apparatus, LLC	5%
Ford F550 Cab & Chassis, Two Door, Hale HPX300 Pump, 300 Gallons of Water, Aluminum Flatbed	A-1 Brush Truck	Seagrave Fire Apparatus, LLC	5%
Ford F550 Chassis - Enclosed Pump Module 4x4 Mini Pumper 1250 gpm, 300 tank	Mini Pumper Enclosed	Alexis Fire Equipment Company	10%
Ford F550 Chassis - Separate Pump Module 4x4 Mini Pumper 1250 gpm, 300 tank	Mini Pumper Separate	Alexis Fire Equipment Company	10%
Ford F550 Chassis, Stainless Steel Body, 3 Compartments Each Side	10' Response	Alexis Fire Equipment Company	10%
Ford F550 Chassis, Stainless Steel Body, 3 Compartments Each Side	12' Response	Alexis Fire Equipment Company	10%
Ford F550 Chassis, Utility Body Brush Truck	60" Utility	Alexis Fire Equipment Company	10%
Ford F550 Chassis, Utility Body Brush Truck	84" Utility	Alexis Fire Equipment Company	10%
Ford F550 Crew Cab 4x4, 500 gpm pump, welded extruded aluminum body, 250 gallon poly tank	Quick Attack 1	Precision Fire Apparatus	10%
Ford F550 Crew Cab 4x4 300 gpm pump, 225 gallon poly tank skid unit	Quick Attack 2	Precision Fire Apparatus	10%
Ford F550 Crew Cab 4x4 welded extruded aluminum rescue body	Small Rescue 1	Precision Fire Apparatus	10%
Ford F550 Crew Cab, 1250 GPM Hale side mount pump, 240 gallons water capacity, extruded aluminum body	Ford Pumper	Spencer Manufacturing	5%
Ford F550 crew cab, Hale portable pump, 250 gallons water capacity, aluminum flatbed body	Ford Brush Truck Flatbed	Spencer Manufacturing	5%
Ford F550 crew cab, Hale portable pump, 250 gallons water capacity, extruded aluminum body	Ford Brush Truck	Spencer Manufacturing	5%
Ford F550 single cab, 10' extruded aluminum walk around rescue body	Ford Rescue	Spencer Manufacturing	5%
Ford F550 XL Super Cab Diesel 4x4 Chassis, Poly Body, Waterous Diesel Pumping Unit,Poly 350 Gallon Water Tank	HTFLDSCS4PW35	Hi-Tech Emergency	5%
Ford F550 XL with a StarCraft custom Bus type body. TechOps medical units provide a critical resource for a wide variety of non-surgical applications. Designed with two separate exam rooms, each with its own exterior entrance, the MMV3320F-01, Mobile Medical Vehicle offers an economical solution with ample space for two practitioners to deliver patient care. Accessed through lockable doors, the central galley and restroom provide additional facilities in support of extended operations.	TOSV-MMV3320F-01	TechOps Specialty Vehicles, LLC	6%
Ford F550 XLT Crew Cab Diesel 4x4 Chassis, Off-Road Suspension & Wheel Package, Alum Diamond Plate Body, Darley 1-1/2AGE Diesel Pumping Unit,Poly 350 Gallon Water Tank	HTFTDCCO4AD35	Hi-Tech Emergency	5%
Ford F550, 2-Door, Aluminum Extruded Body, Single Axle, Non-Walk-in, Roll up doors, Rescue 12'	FS23PD01	Marion Body Works, Inc.	10%
Ford F550, 4 door, 4x4, diesel engine, Odin CAFS, Poly Body, 300 gallon	Max-Brush Truck Diesel	WS Darley	5%

tank			
Ford F550, 4 door, 4x4, diesel, 1500 gpm pump Poly Body, 300 gallon tank	Tactical Pumper Ford	WS Darley	5%
Ford F550, 4 door, 4x4, diesel, 1500 gpm pump, Poly Body, 300 gallon tank	Max-Tactical Pumper	WS Darley	5%
Ford F550, 4 door, 4x4, gas engine, Odin CAFS, Poly Body, 300 gallon tank	Max-Brush Truck Gas	WS Darley	5%
FORD F750 4X4 DIESEL WITH A BLANCHAT B56 PATRIOT WILDFIRE UNIT	B56	Blanchat	5%
FORD F750 4X4 DIESEL WITH A BLANCHAT B8 CHAPPAREL WILDFIRE UNIT	B8	Blanchat	5%
FORD PRO LIGHTNING EMERGENCY RESPONSE UNIT EQUIPPED WITH LIGHTING AND GRAPHICS	LIGHTNING PRO QUICK RESPONSE	Ford	5%
Ford Reg Cab 4x4 Chassis, Diesel Brushfighter aluminum flatbed body, 250 Gallon Water, 155 GPM @100 PSI Pump	BRUSHFIGHTER F550	Daco	10%
Ford Transit Cargo Van 350HD, High Roof, Extended Dual Rear Wheels. Our Mobile Outreach Van is designed to bring access and education to those who need it most. This cost effective and fun platform can be completely customized and allows providers to deliver library services throughout the community.	TOSV-MOV1113F-01	TechOps Specialty Vehicles, LLC	6%
Ford Transit Cargo Van 350HD, High Roof, Extended Dual Rear Wheels. TechOps medical units provide a critical resource for a wide variety of non-surgical applications. When patient privacy is of utmost importance the MMV1213F-01 Mobile Medical Vehicle delivers. Designed in a two-room configuration with locking partition door between the rooms, this easily offers a comfortable and secure platform for a variety of patient services.	TOSV-MMV1213F-01	TechOps Specialty Vehicles, LLC	6%
Ford Transit Cargo Van 350HD, High Roof, Extended Dual Rear Wheels. The MMV1113F-02 Mobile Medical Vehicle, "Dental Van", is a specifically-designed solution that delivers mobile dental assistance to patients through a mobile platform. Designed in a one room configuration, this easily offers a comfortable and secure platform for patient services.	TOSV-MMV1113F-03-Dental	TechOps Specialty Vehicles, LLC	6%
Ford Transit Cargo Van 350HD, High Roof, Extended Dual Rear Wheels. The MMV1213F-02 Mobile Medical Vehicle, "MoPOC", is a specifically-designed solution that delivers mobile prosthetic and orthotic repair and maintenance. Designed in a two-room configuration with locking partition door between the rooms, this easily offers a comfortable and secure platform for patient services.	TOSV-MMV1213F-02-MoPOC	TechOps Specialty Vehicles, LLC	6%
Ford Transit Cargo Van 350HD, High Roof, Extended Dual Rear Wheels. The MTV1113F-01 Swat Van is equipped to provide team and equipment transportation in critical situations. The exterior is outfitted with Extreme Duty running boards, Rear Step and Grab Handles on each side allow your team to approach and deploy with ease. The interior features fully insulated walls with sound deadening marine quality carpeted finish. Bench seats double as storage for breaching equipment. Lockable divider with blackout curtain along with insulated window pads keep prying eyes out. Separate air conditioning and heating controls keep the team comfortable while preparing to move out.	TOSV-MTV1113F-01	TechOps Specialty Vehicles, LLC	6%
Ford Transit Cargo Van 350HD, High Roof, Extended Dual Rear Wheels. The TRV1000 Tactical Response Van is equipped to provide team and equipment transportation in critical situations. The exterior is outfitted with running boards, Rear Step and Grab Handles on each side allow your team to approach and deploy with ease. The interior features fully insulated walls with sound deadening marine quality carpeted finish. Bench seats double as storage for breaching equipment. Lockable divider with blackout curtain along with insulated window pads keep prying eyes out. Separate air conditioning and heating controls keep the team comfortable while preparing to move out.	TOSV-TRV1000	TechOps Specialty Vehicles, LLC	6%
FORD TRANSIT CUSTOM DRONE SURVEILLANCE AND FIRE SCENE EVALUATION; INCLUDES STORAGE; GRAPHICS; LIGHTING	TRANSIT DRONE SURVEILLANCE UNIT	Ford	5%
FORD TRANSIT WITH CUSTOM INTERIOR AND SHELVING; GRAPHICS; LIGHTING	TRANSIT RAPID RESPONSE UNIT	Ford	5%
Ford Transit, gas, insulated, Cameras, recorder, HVAC	TOSV-VAN-SURV-F1	TechOps Specialty Vehicles, LLC	0%
ForE3:E14d Transit Cargo Van 350HD, High Roof, Extended Dual Rear Wheels. The MLV1000 is Designed for Mobile Evidence Collection and Processing. This mobile lab is outfitted with ample storage for forensic kits and supplies. On-board generator provides plenty of power for additional scene lighting and equipment. This flexible and customizable package can be adapted to fit a variety of needs.	TOSV-MLV1000	TechOps Specialty Vehicles, LLC	6%
Fouts 4, Ford F550, 4-door, 4x4, Single Axle, Formed Aluminum Body, 1500 GPM Pump, Side Mount Pump Module, 300 Gal Tank, 15 Gal Foam	FS12-23-C01	Fouts Bros.	15%
Fouts 4, Ford F550, 4-door, 4x4, Single Axle, Formed Aluminum Body, 1500 GPM Pump, Side Mount Pump Module, 300 Gal Tank, 15 Gal Foam	FS12-23-C01	Fouts Bros.	5%
Freightliner M2106 chassis, Painted Aluminum Body, 3000 gallon water, 750GPM pump, Swivel dump valve, NFPA warning light package.	Danko Pumper Tanker D1	Danko	5%
Freightliner 114SD 2 door cab, Diesel engine, Aluminum body, 3000 gallon water tank	3000 gallon Tender	Unruh Fire	3%
Freightliner 2000 Gallon Tanker - 1041	23PT-101	Pierce	5%
Freightliner 3000 Tandem Tanker - 1045	23PT-105	Pierce	5%
Freightliner Cab & Chassis, Two Door 1000 GPM Pump, 3000 Gallons of	D-3 Commercial	Seamus Fire	5%

Water, Poly Body	Pumper/Tanker	Apparatus, LLC	
Freightliner Cab & Chassis, Two Door, 1000 GPM Pump, 500 Gallons of Water, Poly Body	C-3 Commercial Pumper	Seagrave Fire Apparatus, LLC	5%
Freightliner Cab & Chassis, Two Door, Poly Body, 192" length	F-7 Commercial Rescue	Seagrave Fire Apparatus, LLC	5%
Freightliner Chassis, 4 Wheel Drive Foot Body	18' Walk In Rescue	Alexis Fire Equipment Company	10%
Freightliner Chassis, 4 Wheel Drive, 500 GPM Pump, secondary motor pump, 500g Water Tank	Wildland Type 3	Alexis Fire Equipment Company	10%
Freightliner M2 106 2 door, Cummins ISL9 360 hp, Hale MBP 750 PTO side mount pump, 2000 gallon tank, bolted stainless steel body	Dry side PTO pumper/tanker	Toyne	10%
Freightliner M2 106 2 door, Cummins ISL9 360 hp, Hale MBP 750 PTO side mount pump, 2100 gallon tank wetside, aluminum treadplate body	Wet side PTO pumper/tanker	Toyne	10%
Freightliner M2 106 2 door, Cummins ISL9 360 hp, Waterous PB3030 with 24hp Kubota diesel enging, 2000 gallon tank and bolted stainless steel body	Tanker with portable pump	Toyne	10%



Looking for something specific?

Search

About the Cooperative

Bid Notices

HGACBuy How2s

Products & Services

Resources

Product Information

Product Description

Enforcer Pumper 750 tank, 1500 pump 1023

Manufacturer

Pierce

Contract

FS12-23 Fire Apparatus and Related Vehicles

Price

\$1,010,058.00

Keyword(s)

Enforcer Pumper 750 tank

Product Code

23P-105

Contract Category

General Purpose, Emergency & Autonomous Vehicles

Discount

5%

View Catalog

Suppliers Offering This Product

Siddons-Martin Emergency Group, LLC

Jeff Doran

jdoran@siddons-martin.com

Phone: 1-800-784-6806

Fax: 281-442-0850

View Authorized Dealers

Siddons-Martin Emergency Group, LLC

Jeff A. Doran

jdoran@siddons-martin.com

Phone: 1-800-784-6806

Fax:

View Authorized Dealers

Contact HGACBuy

Joshua Cadoree

Joshua.Cadoree@h-gac.com

Phone: 832-681-2557

Fax: 713-993-4548

Return to Products & Services

View This Contract

Contact Information

H-GAC Mailing Address:

P.O. Box 22777

Houston, TX. 77227-2777

H-GAC Physical Address

3555 Timmons Lane, Suite 120

Houston, TX 77027

Phone: 832-810-2667

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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 16, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

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

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'R. L. Riddle', written in a cursive style.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 15, 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 Kone Inc for elevator controller system replacement at the Mobile Museum of Art.

Amount of Contract:

\$164,042.49

Funding Source

Capital - Building Services Misc Repairs & Improvements

ATTACHMENTS:

1. 20250709 Kone Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 15 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 Kone Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Kone Inc for elevator controller system replacement at the
Mobile Museum of Art.
Capital - Building Services Misc Repairs & Improvements

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$164,042.49

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Omnia Cooperative purchasing agreement, not on state contract; Contract & Bid SC-019-23

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>26784</u>	2025	(3037) BUILDING SERVICES	REPLACEMENT OF ELEVATOR CONTROLLER SYSTEM AT MOBILE MUSEUM OF ART (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT; COM BID SC-019-23 AND CONTRACT)	\$164,042.49	<u>(273592) KONE, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026784-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: Status: Released	Page 1
--	---	--------

Vendor KONE INC 30604 SGT. E. I. BOOTS THOMAS SPANISH FORT, AL 36527 Tel#251-661-7522 Fax 251-661-7516	Ship To BUILDING SERVICES 205 GOVERNMENT STREET 5TH FL S TOWER RM 542 & 543 MOBILE, AL 36644 KATIE.CASSIL@CITYOFMOBILE.ORG Delivery Reference KATIE CASSIL
---	---

Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/01/25	273592				BUILDING SERVICES

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

General Notes

KONE INC PROPOSAL (NO NUMBER) DATED 5/15/2025 FOR MOBILE MUSEUM OF ART
 CONTROLLER SYSTEM REPLACEMENT FOR PASSENGER & FREIGHT ELEVATORS (REQ 26784).
 TO BE PAID UNDER C0481 FOR NC-003-25. TOTAL AMOUNT TO BE PAID: \$164,042.49
 APPROVED FOR R/PO PER C.HOLM

001 PER PROPOSAL (NO NUMBER) DATED 5/15/2025, TO PROVIDE CONTROLLER SYSTEM REPLACEMENT FOR PASSENGER & FREIGHT ELEVATORS AT THE MOBILE MUSEUM OF ART. TOTAL: \$164,042.49 (REQ 26784)	1.00 EACH	164042.49000	164042.49
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1 2000.80.00.0000.0000.0000.0000.42140. E C0481 .NONCONTRCT.			164042.49
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Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 Delivery Reference
 KATIE CASSIL

Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026784-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: Status: Released	Page 2
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Vendor KONE INC 30604 SGT. E. I. BOOTS THOMAS SPANISH FORT, AL 36527 Tel#251-661-7522 Fax 251-661-7516	Ship To BUILDING SERVICES 205 GOVERNMENT STREET 5TH FL S TOWER RM 542 & 543 MOBILE, AL 36644 KATIE.CASSIL@CITYOFMOBILE.ORG Delivery Reference KATIE CASSIL
--	---

Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/01/25	273592				BUILDING SERVICES

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

Requisition Link

Requisition Total	164042.49
-------------------	-----------

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

Account	Amount	Remaining Budget
E C0481 .NONCONTRCT. .	164042.49	32803.81

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.42140.	164042.49	2000353.90
CAPITAL IMPROVEMENTS FUND EXP MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	07/08/25	CARLEEN STOUT	approved!
Queued	07/08/25	CHAD HOLM	approved!
Pending		BRENDA RHODES	approved!
Pending		TIFFANY HOLLINS	approved!
Pending		RELYA MALLORY	approved!
Pending		DONALD ROSE	approved!
Pending		SANDRA LEWIS	approved!
Pending		STEVEN KRONINGER	approved!
Pending		JOHNNIE HARRUB	approved!
Pending		SAMANTHA COOLEY	approved!
Pending		ANNE FOLEY	approved!
Pending		JOHN PAINE	approved!

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026784-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: Status: Released	Page 3
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Vendor
 KONE INC
 30604 SGT. E. I. BOOTS THOMAS

SPANISH FORT, AL 36527

Tel#251-661-7522
 Fax 251-661-7516

Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 KATIE.CASSIL@CITYOFMOBILE.ORG

Delivery Reference
 KATIE CASSIL

Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/01/25	273592				BUILDING SERVICES

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



KONE

A global leader in elevators, escalators, and people flow solutions

KONE designs and delivers elevators, escalators, and moving walks and ramps — along with modernization and maintenance services — to keep people moving safely and smoothly. With a focus on innovation, sustainability, and user experience, KONE helps make urban life flow better.

Behind the scenes, KONE Service Technicians work to ensure elevators and escalators are dependable, efficient, and ready to meet the demands of daily life.

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

Public Sector



K-12 Education



Higher Education



State & Local Government

With a nationwide team of dedicated vertical transportation professionals, KONE can assist with all your service, repair and modernization needs, available through OMNIA Partners competitively solicited and publicly awarded cooperative contracts.

- Elevator, Escalator, Chairlift and Platform Lift Maintenance & Repair and Related Services**

University of California, CA | 2019001564

- Elevator, Escalator and Walkway Maintenance and Modernization Services and Related Solutions**



KONE ELEVATORS & ESCALATORS
AN OMNIA PARTNERS SUPPLIER

Skip the RFP
Get on board
Stay on budget
Maintain control
OMNIA

[VIEW CONTRACT DOCUMENTATION](#)
[CONTACT US](#)

KONE 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.

Elevator, Escalator, Chairlift and Platform Lift Maintenance & Repair and Related Services

University of California, CA

Contract Number: 2019001564

Initial Term: October 1, 2019 through September 30, 2024

Renewal Options: Option to renew for five (5) additional one-year periods through September 30, 2029

RENEWED THROUGH August 31, 2029

Executive Summary

- [Executive Summary](#)
- [Pricing](#)
- [Due Dilligence](#)

Master Agreement Documents

- [Official Signed Contract](#)
- [New Jersey Business Compliance](#)
- [Federal Funds Certifications](#)
- [Multiple Award Justification](#)
- [Intent to Award Letter](#)
- [Contract Amendment 1](#)
- [Contract Amendment 2](#)

Response Evaluation

- [Evaluation Documents](#)

Solicitation Process

- [Original RFP Document](#)
- [Proof of Publication](#)
- [RFP Request List](#)



Hi! Have a question? I'm here to help.



Elevator, Escalator and Walkway Maintenance and Modernization Services and Related Solutions

City of Kansas City, MO
Contract Number: EV2516

Initial Term: December 1, 2018 through November 30, 2024

Renewal Options: Option to renew (5) additional one-year periods through November 30, 2029

RENEWED THROUGH November 30, 2029

Executive Summary

- [Executive Summary](#)
- [Pricing](#)
- [Due Diligence](#)

Master Agreement Documents

- [Contract EV2516](#)
- [EV2516 Terms & Conditions](#)
- [EV2516 Attachment D: Scope of Services](#)
- [EV2516 Attachment F: Insurance](#)
- [EV2516 Exhibit 4](#)
- [Contract Amendment 1](#)

Solicitation Process

- [RFP EV2516](#)
- [RFP EV2516 Addendum 1](#)
- [RFP Posting Document](#)

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Franklin, TN 37067

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



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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



Addendum No. 1

To: Pre-Bid Meeting Attendees

From: Mark A. Thomas- Construction Project Administrator
City of Mobile Architectural Engineering Department

Re: SERVICE CONTRACT – ELEVATORS AND ESCALATORS - SERVICE AND
PREVENTATIVE MAINTENANCE AT VARIOUS CITY OF MOBILE LOCATIONS
Service Contract #SC-019-23

Date: April 5th, 2023.

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated March 22nd, 2023. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

Clarifications:

- Item 1. The Pre-Bid Meeting Acknowledgment Roster, dated April 5th, 2023 are attached and form part of Addendum No. 1.
- Item 2. All Bidders must have a current City of Mobile Business License at the time of bid submission.
- Item 3. A bid bond is required.
- Item 4. A DBE Waiver has been requested and is in process. In the event of the waiver not being issued, the Subcontractor & Major Supplier Plan **MUST** be filled out and returned with the Bid package, failure to do so may disqualify your bid.
- Item5. Sealed Bids are due no later than **2:00pm** local time on **Wednesday, April 19th, 2023.**

Item6. The Insurance Requirements for this project are listed in the bid package. The General Aggregate Limit shall apply on a "Per Project" basis, if you or your insurance broker have questions about this, please have your insurance broker contact me directly for additional information.

Forms and Specifications:

Attached:



SC-019-23
Attendance Roster.pdf

RFI's:

All request for information or to schedule an on-site equipment assessment should be done through this office by email only.

END OF ADDENDUM NO. 1

ATTENDANCE ROSTER

MEETING	PROJECT	LOCATION	DATE
Pre-Bid Conference	Service Contract- Elevators/Escalators Service & Preventative Maintenance Contract	SC-019-23: Various COM Facilities	April 5, 2023 @ 1000

[illegible]

via
Lectine

RESOLUTION

2023

Sponsored by:

Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: KONE INC.

Project Name: ELEVATORS & ESCALATORS –
SERVICE AND PREVENTATIVE MAINTENANCE AT
VARIOUS CITY OF MOBILE FACILITIES
(3-YEAR SERVICE CONTRACT)

Project Number: SC-019-23

Amount:	\$ 114,720.00	FIRST YEAR ONLY
	120,516.00	SECOND YEAR ONLY
	126,600.00	THIRD YEAR ONLY
	<u>\$ 361,836.00</u>	TOTAL AMOUNT OF CONTRACT

Adopted: JUL 18 2023


City Clerk

**STANDARD SERVICE CONTRACT AGREEMENT BETWEEN
CITY OF MOBILE AND SERVICE CONTRACTOR**

This **AGREEMENT** made and entered into this 18 day of July, in the year 2023,

by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR:** KONE Inc.

ADDRESS: 30604 SGT. E.I. "Boots" Thomas Drive
Spanish Fort, Alabama 36527

PHONE: (251) 661-7522

City of Mobile License Number: 336850

City of Mobile Vendor Number: 273592

for the following PROJECT:

PROJECT NAME: SERVICE CONTRACT – ELEVATORS & ESCALATORS
SERVICE & PREVENTATIVE MAINTENANCE

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NUMBER: SC-019-23

County of Mobile
City of Mobile, Alabama

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:

1.1 The Service Contractor shall furnish all labor, material, tools, insurance, equipment and supplies and perform all work required to provide for all elevators and all escalators service and preventative maintenance at various City of Mobile locations, in strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate & Asset Management.

ARTICLE 2. Term of Contract:

2.1 The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for one (1) year from the date of the Notice to Proceed with the

option to renew for two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the third year at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Service Contractor for the Term of the Contract and each of the Two (2) additional terms, subject to additions and deductions provided herein, in current funds, the sum as follows:

Basic Services:

Year 1 – Initial Term:	\$ 114,720.00
Year 2 – 1 st Additional Term:	\$ 120,516.00
Year 3 – 2 nd Additional Term:	\$ 126,600.00
Total:	\$ 361,836.00

Total Contract Sum:

Three Hundred Sixty-One Thousand Eight Hundred Thirty-Six and 00/100 Dollars
 (Amount in Words) **(\$ 361,836.00)**
 (Amount in Numbers)

In case of any discrepancy, the amount in words shall govern this Bid.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

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

3.2 Schedule of Values

Basic Services:

Location	Year 1 – Monthly	Year 1 – Total	Year 2 – Monthly	Year 2 – Total	Year 3 – Monthly	Year 3 – Total	Annual Totals
200 Government St.	\$107.00	\$1,284.00	\$113.00	\$1,356.00	\$119.00	\$1,428.00	\$4,068.00
Ben May Main Library	\$107.00	\$1,284.00	\$113.00	\$1,356.00	\$119.00	\$1,428.00	\$3,068.00
Gulf Coast Exploreum	\$443.00	\$5,316.00	\$465.00	\$5,580.00	\$488.00	\$5,856.00	\$16,752.00

GulfQuest Maritime Museum	\$531.00	\$6,372.00	\$558.00	\$6,696.00	\$586.00	\$7,032.00	\$20,100.00
Harmon Recreation Center	\$63.00	\$756.00	\$66.00	\$792.00	\$70.00	\$840.00	\$2,388.00
History Museum of Mobile	\$319.00	\$3,828.00	\$335.00	\$4,020.00	\$352.00	\$4,224.00	\$12,072.00
Joe Jefferson Playhouse	\$63.00	\$756.00	\$66.00	\$792.00	\$70.00	\$840.00	\$2,388.00
Library Administration Building	\$107.00	\$1,284.00	\$113.00	\$1,356.00	\$119.00	\$1,428.00	\$4,068.00
Mobile Civic Center	\$213.00	\$2,556.00	\$224.00	\$2,688.00	\$235.00	\$2,820.00	\$8,064.00
Mobile Convention Center	\$4,029.00	\$48,348.00	\$4,230.00	\$50,760.00	\$4,442.00	\$53,304.00	\$152,412.00
Mobile Municipal Archives	\$107.00	\$1,284.00	\$113.00	\$1,356.00	\$119.00	\$1,428.00	\$4,068.00
Mobile Museum of Art	\$319.00	\$3,828.00	\$335.00	\$4,020.00	\$352.00	\$4,224.00	\$12,072.00
Mobile Police Department Headquarters	\$107.00	\$1,284.00	\$113.00	\$1,356.00	\$119.00	\$1,428.00	\$4,068.00
Mobile Police Special Operations	\$107.00	\$1,284.00	\$113.00	\$1,356.00	\$119.00	\$1,428.00	\$4,068.00
Mobile Technology Center	\$107.00	\$1,284.00	\$113.00	\$1,356.00	\$119.00	\$1,428.00	\$4,068.00
Mobile, Alabama Cruise Terminal	\$2,449.00	\$29,388.00	\$2,572.00	\$30,864.00	\$2,700.00	\$32,400.00	\$92,652.00
Tardy Cottage	\$63.00	\$756.00	\$66.00	\$792.00	\$70.00	\$840.00	\$2,388.00
West Regional Library	\$319.00	\$3,828.00	\$335.00	\$4,020.00	\$352.00	\$4,224.00	\$12,072.00
Totals:	\$9,560.00	\$114,720.00	\$10,043.00	\$120,516.00	\$10550.00	\$126,600	\$361,836.00

3.3 Unit Pricing: For additional work performed outside the scope of Basic Services, the following total rates shall apply.

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (8am to 5pm, Monday through Friday):

Year 1: \$297.00 per hour; Year 2: \$302.00 per hour; Year 3: \$307.00 per hour

B. Overtime (5pm to 8am, Monday through Friday, and Weekends):

Year 1: \$420.00 per hour; Year 2: \$430.00 per hour; Year 3: \$440.00 per hour

C. Overtime Holidays (Bidder's Holidays):

Year 1: \$490.00 per hour; Year 2: \$500.00 per hour; Year 3: \$510.00 per hour

Parts/Material: Service Contractor's direct cost plus Fifteen (15%) percent.

Service/Truck Charge: \$0.00 per quarter hour (Not to exceed a half hour of travel time)

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

- A. Payments shall be made monthly, upon completion of work, as specified.
- B. Original invoices shall be delivered to the Service Contract Administrator for review and approval

ARTICLE 5. Termination of the Contract:

5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The Owner shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. General Conditions, dated March 22, 2023	9 pages
2. Bid Form, dated _____	5 pages
3. Specifications, dated March 22, 2023	
Scope of Work	9 pages
Exhibit A – Locations	2 pages
4. This Instrument (Agreement)	8 pages
5. Secretary of State Documentation	3 pages
6. E-Verify Documentation	2 pages
7. Certificates of Insurance with Endorsements	13 pages

ARTICLE 7. Insurance:

7.1 Required coverage:

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

A. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.

1. Bodily injury liability:
 \$1,000,000 each person
 \$1,000,000 each occurrence
2. Property damage liability - \$1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:
 Bodily injury and property damage combined –\$1,000,000 per occurrence
4. General Aggregate limit shall apply on a “Per Project” Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.

1. Bodily injury liability:
 \$1,000,000 each person
 \$1,000,000 each occurrence
2. Property damage liability - \$1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:
 Bodily injury and property damage combined – \$1,000,000 per occurrence

C. Excess/Umbrella Liability insurance

1. \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
2. Providing following form coverage for Employer’s Liability, Comprehensive General Liability and Automotive Liability.

D. Workers' Compensation Insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Service Contractor'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 City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

7.1.3 Waiver of Subrogation - all policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates 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.

7.2 General

7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance.

ARTICLE 8. Miscellaneous Provisions

8.1 Breach of Contract: In the event of any breach or apparent breach by Service 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, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

8.2 Indemnification: Service 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 Service 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 Agreement or any activities conducted pursuant thereto, Service 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 Service Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

8.3 Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

8.4 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.

8.5 Licenses, permits, etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

8.6 No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

8.7 Anti-discrimination: Service 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 (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

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

8.9 State of Alabama Immigration Law: 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.

8.10 Public Contracts with Entities Engaging in Certain Boycott Activities: By signing this contract, the Service Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 9. Signature:

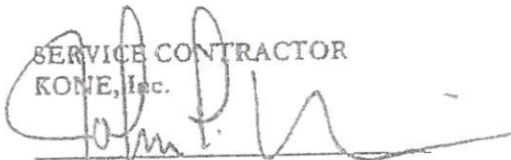
IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Contractor by such duly authorized officers or individuals as may be required by law.

OWNER: City of Mobile


Signature

William S. Stimpson
Mayor, City of Mobile

SERVICE CONTRACTOR
KONE, Inc.


Signature

John L. Muncie General Manager
Printed Name and Title

ATTEST:


City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared John L. Muncie as GM of KONE Inc and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of of
Sworn to and subscribed for me this 23rd day of May 2023.


NOTARY PUBLIC
My Commission Expires 9-29-2024

END OF SECTION



CONTRACT AGREEMENT
PAGE FOUR

SCOPE OF WORK
SC-019-23
March 22, 2023

1. GENERAL REQUIREMENTS:

1.1 Description of Scope of Work.

1.1.1 Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, tools, insurance, and equipment for the complete service and preventative maintenance repairs of all City of Mobile elevators and escalators as listed in Exhibit A - Locations, and as required for the continuous and efficient operation of elevators in accordance within the terms of this Contract.

1.2 Coordination

1.2.1 Coordinate all work with the City of Mobile, Building Service Department, Service Contract Administrator or other Building Service Department authorized representative (hereafter referred to as Service Contract Administrator). A minimum of forty-eight (48) hours advance notice of inspection and repairs shall be given.

1.2.2 All Work shall be scheduled to minimize the disturbance and interruption of elevator service to the individual department and general public.

1.2.3 At the beginning of each yearly contract period, the Service Contractor shall submit a proposed monthly service schedule, with suggested dates and times for each elevator/facility, to the Service Contract Administrator. The Service Contract Administrator will coordinate this schedule with the individual City of Mobile departments and will return an approval, with revisions as required, to the Service Contractor for his use in scheduling monthly service.

1.2.4 Prior to each scheduled monthly maintenance service, the Service Contractor shall contact the Service Contract Administrator, to confirm the date and time for each service. The Service Contract Administrator will advise the Service Contractor if the service will need to be rescheduled for any reason.

1.3 Quality Assurance

1.3.1 For all work performed under this Section, use only skilled certified technicians who are thoroughly trained and experienced in maintaining the type of equipment listed. Technicians shall be properly supervised.

1.3.2 Use products manufactured by companies regularly engaged in the business of manufacturing elevator equipment for the type/manufacturer of elevators and escalators, as specified.

1.3.3 Service Contractor shall have a branch office located within the Mobile, Alabama metropolitan area (Mobile or Baldwin Counties) staffed by a technician or technicians as specified under 1.3.1 above, with the ability to respond to an emergency call.

1.3.4 Service Contractor shall have at least 3 years' experience in maintaining the type of equipment listed.

1.4 Submittals

1.4.1 Inspection/Service Reports:

A. At the completion of each service call, the Service Contract technician shall complete an inspection/service report indicating all items inspected, items repaired, items requiring a follow up inspection or repair, and any item requiring service that is not covered under the terms of this Contract. ALL such reports shall be approved and signed by the Service Contract. All invoices for payment shall include a copy of all Inspection/Service Reports covered under that invoice.

B. The Service Contractor shall immediately notify the Service Contract Administrator if any deficiency is observed, whether covered under this Contract or not, that could endanger life or result in a malfunction of equipment.

1.5 Scope of Work

1.5.1 Service Contractor agrees to accept all elevators and escalators in "as is" condition.

1.5.2 Scheduled Maintenance: Service Contractor shall perform monthly maintenance visits to examine, maintain, adjust, and lubricate elevator, escalator, and handicapped lift components. Scheduled maintenance shall include:

A. Cleaning: Complete and continued cleaning of all parts of elevator and escalator equipment and all areas in which the equipment is operating such as; elevator machine room, hoist way pits, cars, separator beams, guide rails, and drip pans, and escalator handrail, drive components, step, chain, and gear case.

B. Adjustments: All components such as brakes, cables, drive equipment, escalator chain, gears and all safety devices, and doors shall be adjusted within the manufacturer's recommended specification limits. All fluids shall be maintained at the proper levels, per manufacturer's recommendations.

C. Lubrication: All moving parts shall be lubricated with the appropriate quantities of manufacturer's recommended lubricant, and per the manufacturer's recommended frequencies.

D. Additional Maintenance: Any additional maintenance not specifically mentioned in this Scope of Work but required for proper functioning of elevators and escalators shall be performed.

1.5.3 Repair or Replacement of Components:

A. General: When components are worn beyond a safe level of dependable service, the Service Contractor shall repair or replace the defective components in accordance with the following:

B. Components covered under this Contract: Service Contractor shall repair or replace defective components as listed below at no charge to the Owner:

1. Hydraulic Elevators

a) Relay logic control system: All control system components.

b) Microprocessor control system: All control system components.
System performance examinations will be conducted to ensure that dispatching and motion control system are operating properly.

c) Power unit: Pump, motor, valves, and all related parts and accessories.

d) Hydraulic system accessories: Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.

e) Car equipment: All elevator control system components on the car.

f) Wiring: All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

g) Hoistway and pit equipment: All elevator control equipment and buffers.

h) Rails and guides: Guide rails, guide shoe gibs, and rollers.

i) Door equipment: Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

j) Manual freight door equipment: Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counterbalancing equipment.

k) Power freight door equipment: Controller, relays, contractors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

l) Signals and accessories

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment, all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment, and re-lamping of signal fixtures.

2. Traction Elevators

- a) **Relay logic control system:** All control system components.
- b) **Microprocessor control system:** All control system components.
System performance examinations will be conducted to ensure that dispatching and motion control system are operating properly.
- c) **Geared/gearless machines:** All geared and gearless machine components.
- d) **Ropes:** Hoist ropes, governor ropes, and compensation ropes.
- e) **Car equipment:** All elevator control system components on the car.
- f) **Wiring:** All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
- g) **Hoistway and pit equipment:** All elevator control equipment, car and counterweight buffers, overspeed governors, governor tension sheave assemblies, and car and counterweight safeties.
- h) **Rails and guides:** Guide rails, guide shoe gibs, and rollers.
- i) **Door equipment:** Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
- j) **Manual freight door equipment:** Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counterbalancing equipment.
- k) **Power freight door equipment:** Controller, relays, contractors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
- l) **Signals and accessories**
Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment, all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment, and re-lamping of signal fixtures.

3. Escalators

- a) Check the general operation of the escalator, adjust and lubricate the components listed below:
 - 1) All control system components.

- 2) All drive machine components, the gear case should be drained and flushed as needed to remove sediment and grit and refilled with new oil.
- 3) All control wiring and all power wiring from the equipment input terminals to the motor.
- 4) Handrail and all handrail drive components.
- 5) Missing step detector, handrail speed detector, handrail inlet switches, step up thrust inlet switches, combplate impact device, skirt switches, pit and motor stop switches, access cover switches, out-of-level step switches, emergency stop and inspection switches, alarm on the stop switch cover, broken step chain switches, key start switches, and brake temperature switch.
- 6) All step chains, guidance and alignment components and demarcation lights. Balustrades and decks should be examined and aligned, adjusted and fastened as needed.

4. Handicapped Lift / Other

- a) Oil and lubricate every six months to insure smooth and quiet operation.

C. Components NOT covered under 1.5.3, B., above: If the Service Contractor determines that there are parts or equipment needing repair or replacement that are NOT covered under the terms of this Contract, the Service Contractor shall provide the Service Contract Administrator with a list of parts, equipment and/or service required. Service Contract Administrator shall make provisions to obtain the necessary parts/equipment and/or authorize service in accordance with City of Mobile Purchasing and State of Alabama Bid Law requirements.

D. All defective components covered under the terms of this Contract shall be repaired or replaced as required, with minimum delay and inconvenience to the individual department or the general public.

E. All defective components to be replaced by Service Contractor shall be inspected by the Service Contract Administrator prior to being removed from the work site.

1.5.4 Testing:

A. Service Contractor shall test monthly for proper operation of all safety features of elevators, including Fire Department service and other special controls.

B. Service Contractor shall test annually for the following:

1. Examine all safety devices and governors.
2. Electrically test the car balance.
3. Test elevator speed.
4. Perform a load test of the safety mechanisms, overhead speed governors and counterweight buffers.

5. Test emergency phone for monitor.

C. The testing of safeties on all traction elevators shall be in accordance with Rule 1001-4A of the American National Standard Safety Code (ANSI, A17-1-2971).

1.5.5. Basic Performance Requirements:

A. Electric elevators shall be adjusted to meet established performance standards and Service Contractor shall maintain these standards throughout the performance period of the Contract.

1.6 Additional Services

1.6.1 Additional services will include services which are supplemental to those listed above.

2. EXCLUSIONS FROM SCHEDULED MAINTENANCE SERVICES

2.1 Scheduled Maintenance Services shall not include the maintenance, repair, or replacement of the following:

2.1.1 Elevator car enclosures, host way enclosures, host way door panels, frames and sills, and lighting.

2.1.2 Hydraulic elevator buried cylinders and piping.

2.1.3 Damage caused by acts of God or obvious abuse such as "Vandalism".

2.1.4 Obsolete parts/components which are no longer available. Service Contractor shall make every reasonable effort to repair or replace the obsolete part-component. Service Contractor shall notify the Service Contract Administrator, in writing, of an obsolete part/component, describing the reason for the obsolescence declaration and the recommended remedy. Without the obsolescence declaration by the Service Contractor, and approval of the Service Contract Administrator, the part/component will remain the full responsibility of the Service Contractor.

3. PERFORMANCE OF CONTRACTOR

3.1 General

3.1.1 All work shall be performed in timely, neat, and orderly manner by skilled and certified/competent elevator/escalator workers. The Owner may refuse to accept work or workers who do not meet these standards. Service Contractor shall be responsible for any damage caused by its operations and shall repair or replace said damage, as directed by the Owner, within a reasonable time.

3.2 Down Time

3.2.1 If an elevator or escalator is inoperative for more than fifteen (15) minutes, Service Contractor shall post at each entrance a neat and clearly legible sign indicating that the equipment is inoperative with an "estimated time" that the elevator or escalator will be returned to service. All scheduled down time shall be presented to the Owner for approval a minimum of forty-eight (48) hours prior to shut down.

3.2.2 Unscheduled down time shall be minimized. Service Contractor shall make every effort to bring elevators on-line as quickly as possible. The Owner estimates that the most severe elevator/escalator malfunction will be three (3) days of down time. Outages for routine failures shall be rectified on the same business day as reported by the Owner.

3.2.3 Immediately upon returning an elevator or escalator to service, the technician shall contact the Service Contract Administrator to inform them that the unit is back in service.

3.3 Callbacks

3.3.1 Service Contractor shall provide prompt service in the event of improper functioning of elevators twenty-four (24) hours per day, seven (7) days per week. Call backs performed during regular service hours as described in 3.4, below, shall be performed at **"NO CHARGE"** to the Owner.

3.3.2 In the event of an emergency call where actual or imminent physical or psychological damage to the user of the elevator, Service Contractor shall respond within twenty (20) minutes of placement of the call by the Owner.

3.3.3 In the event of non-emergency calls, Service Contractor shall provide service within one and one half (1 ½) hours of placement of the call by the Owner. Upon approval by the Service Contract Administrator, additional time may be allowed.

3.3.4 Call backs for which the elevator or escalator is running upon arrival of the Service Contractor, and for which the Service Contractor is unable to determine a cause of failure shall be at **"NO CHARGE"** to the Owner.

3.3.5 In the event of a Call Back to the Mobile, Alabama Cruise Terminal (201 South Water Street, Mobile, AL 36602), Service Contractor shall be on-site no later than One (1) hour after notification by Owner.

3.4 Hours of Work

3.4.1 The Owner shall not prohibit Service Contractor from performing work herein during a normal work day. For the purpose of this provision a "normal work day" is defined as Monday through Friday, 8:00am to 5:00pm. If access is necessary at other times due to Owner requirements, the Service Contractor shall arrange a time with the Service Contract Administrator that is acceptable with the City Department in the facility where the elevator is located.

3.4.2 Overtime calls ARE NOT included in this Agreement. If an emergency or other unforeseeable situation should arise, or if Owner directs scheduled maintenance to be performed before 8:00 a.m. or after 5:00 p.m., Monday through Friday, or on weekends or holidays, the Service Contractor shall absorb the regular time portion of each overtime hour worked. The Owner will be charged only for the difference between the regular hourly billing rate and the overtime billing rate applicable for each overtime hour worked, in accordance with the regular and overtime billing rates as listed in the Agreement. If the Service Contractor "elects" to work overtime hours, no additional compensation will be paid by the Owner.

3.4.3 For purposes of scheduling service calls and establishing applicable overtime, the Service Contractor shall provide a list of the Service Contractor's declared holidays.

4. RECORDS

4.1 Maintenance Schedule

4.1.1 Service Contractor shall submit for approval by Owner, a proposed maintenance schedule within ten (10) days after award of the Contract. The maintenance schedule shall include all buildings covered under this Contract and shall specify dates of service to assure adequate planning and execution of the Work in this section.

4.1.2 The Service Contract Administrator shall review the maintenance schedule with the appropriate City departments and revise as required. All regular maintenance work shall be in accordance with the approved schedule. Any change shall be approved in advance by the Service Contract Administrator.

4.1.3 The work schedule shall be designed for each type of equipment to be serviced, such as hydraulic elevators, electric elevators/escalators, lifts, and shall conform to the manufacturer's recommended practice for the specific equipment concerned. The schedule shall show the type and frequency of service and lubrication proposed by the Service Contractor for the duration of the Contract.

4.1.4 Service Contractor shall keep the work schedule on display in each equipment room and perform regular maintenance service in accordance therewith. The posted schedule shall be of the chart type which shall be initialed by the Service Contractor when each scheduled inspection is performed.

4.2 Submittals

4.2.1. Inspection/Service Reports: At the completion of each service call, the service contract technician shall complete an inspection/service report indicating all items inspected, items repaired, items requiring a follow up inspection or repair, and any item requiring service that is not covered under the terms of this Contract. ALL such reports shall be approved and signed by the Service Contract Administrator. All invoices for payment shall include a copy of all Inspection/Service Reports covered under that invoice.

4.2.2 The Service Contractor shall immediately notify the Service Contract Administrator if any deficiency is observed, whether covered under this Contract or not, that could endanger life or result in a malfunction of equipment.

4.3 Wiring and Construction Drawings

4.3.1 All changes in wiring or circuitry made by Service Contractor shall be properly recorded on a "Wiring and Construction drawing" supplied by the Owner, and shall include date of change and the name of person making changes.

5. STOCK OF MATERIALS

5.1 On-Site Stock

5.1.1 Service Contractor shall maintain in each machine room an adequate supply of contacts, switch parts, coils, conductors, springs, holders, resistors, relays, lamps, condensers,

tubes, transformers, car and hall buttons, fuses, and other parts which are required for prompt replacement, together with an adequate supply of lubricants and wiping rags.

5.2 Off-Site Stock

5.2.1 In addition, Service Contractor shall maintain in Service Contractor's local facility, the following items.

- One (1) set of motor brushes and holders for each type of motor and generator.
- One (1) door operator motor of each elevator type used.
- Hanger sheaves for car and host way doors.
- Two (2) complete door interlocks.
- One (1) set of generator bearings for each type of generator.
- One (1) set of brake linings for each type of elevator brake.
- Parts for door protective devices.
- All other parts as needed to assure prompt replacement in the event of the shutdown of any elevator or escalator.

The Owner reserves the right to inspect Service Contractor's inventory if Owner deems such inspection is necessary.

6. MONITORING

6.1 Service Contractor shall provide 24 hour per day, seven days a week monitoring of all elevator emergency telephones. Upon receiving an emergency call, Service Contractor shall immediately dispatch service technician and contact Service Contract Administrator or other designated City personnel.

7. CLEANING

7.1 At the completion of maintenance work, the Service Contractor shall remove all parts, equipment, tools, and debris, and leave work areas clean.

8. GENERAL REQUIREMENTS

8.1 Contractor agrees that in the event that its failure to complete required repairs results in charges to the Owner for additional inspections by State of Alabama Elevator Inspector, Service Contractor shall be obligated to pay such charges and City shall have the right to deduct such charges from amounts otherwise owing to Service Contractor.

END OF SECTION

BID FORM

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

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

REF: PROJECT NAME: SERVICE CONTRACT - ELEVATORS & ESCALATORS
- SERVICE & PREVENTATIVE MAINTENANCE

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NO.: SC-019-23

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated March 22, 2023; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: KONE Inc.

ADDRESS: 30604 SGT. E. I. 'Boots' Thomas Dr. Spanish Fort, AL 36527

PHONE 251-661-7522

CITY OF MOBILE BUSINESS LICENSE NUMBER: 336850

CITY OF MOBILE VENDOR NUMBER: 273592

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: N/A

(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) ☒ (A Corporation)
☐ (A Partnership)
☐ (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, equipment and supplies, and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Section 01000 - Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for one (1) year from the date of the Notice to Proceed with the option to renew for two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the third year at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

BASE BID -As specified in Scope of Work**Basic Services:**

Year 1 - Initial Term:	\$114,720.00
Year 2 - 1 st Additional Term:	\$120,516.00
Year 3 - 2 nd Additional Term:	\$126,600.00

Total: \$361,836.00

Total Base Bid (Year 1, 2, and 3 Total): Three Hundred Sixty One Thousand Eight Hundred Thirty-Six and 00/100 Dollars (\$361,836.00)

In case of any discrepancy, the amount in words shall govern this Bid.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

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

SCHEDULE OF VALUES**Basic Services:**

Location	Year 1-Monthly	Year 1-Total	Year 2-Monthly	Year 2-Total	Year 3-Monthly	Year 3-Total	Annual Total
200 Government St.	\$107.00	\$1,284.00	\$113.00	\$1,356.00	\$119.00	\$1,428.00	\$4,068.00
Ben May Main Library	\$107.00	\$1,284.00	\$113.00	\$1,356.00	\$119.00	\$1,428.00	\$3,068.00
Gulf Coast Exploreum	\$443.00	\$5,316.00	\$465.00	\$5,580.00	\$488.00	\$5,856.00	\$16,752.00
Gulf Quest Maritime Museum	\$531.00	\$6,372.00	\$558.00	\$6,696.00	\$586.00	\$7,032.00	\$20,100.00
Harmon Recreation Center	\$63.00	\$756.00	\$66.00	\$792.00	\$70.00	\$840.00	\$2,388.00
History Museum of Mobile	\$319.00	\$3,828.00	\$335.00	\$4,020.00	\$352.00	\$4,224.00	\$12,072.00
Joe Jefferson Playhouse	\$63.00	\$756.00	\$66.00	\$792.00	\$70.00	\$840.00	\$2,388.00
Library Administration Building	\$107.00	\$1,284.00	\$113.00	\$1,356.00	\$119.00	\$1,428.00	\$4,068.00

Mobile Civic Center	\$213.00	\$2,556.00	\$224.00	\$2,688.00	\$235.00	\$2,820.00	\$8,064.00
Mobile Convention Center	\$4,029.00	\$48,348.00	\$4,230.00	\$50,760.00	\$4,442.00	\$53,304.00	\$152,412.00
Mobile Municipal Archives	\$107.00	\$1,284.00	\$113.00	\$1,356.00	\$119.00	\$1,428.00	\$4,068.00
Mobile Museum of Art	\$319.00	\$3,828.00	\$335.00	\$4,020.00	\$352.00	\$4,224.00	\$12,072.00
Mobile Police Department Headquarters	\$107.00	\$1,284.00	\$113.00	\$1,356.00	\$119.00	\$1,428.00	\$4,068.00
Mobile Police Special Operations	\$107.00	\$1,284.00	\$113.00	\$1,356.00	\$119.00	\$1,428.00	\$4,068.00
Mobile Technology Center	\$107.00	\$1,284.00	\$113.00	\$1,356.00	\$119.00	\$1,428.00	\$4,068.00
Mobile, Alabama Cruise Terminal	\$2,449.00	\$29,388.00	\$2,572.00	\$30,864.00	\$2,700.00	\$32,400.00	\$92,652.00
Tardy Cottage	\$63.00	\$756.00	\$66.00	\$792.00	\$70.00	\$840.00	\$2,388.00
West Regional Library	\$319.00	\$3,828.00	\$335.00	\$4,020.00	\$352.00	\$4,224.00	\$12,072.00
Totals:	\$9,560.00	\$114,720.00	\$10,043.00	\$120,516.00	\$10,550.00	\$126,600.00	\$361,836.00

UNIT PRICING: For additional work performed outside the scope of Base Services (Base Quote), the following total rates shall apply.

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (8am to 5pm, Monday through Friday):

Year 1: \$297.00 per hour; Year 2: \$302.00 per hour; Year 3: \$307.00 per hour

B. Overtime (5pm to 8am, Monday through Friday, and Weekends):

Year 1: \$420.00 per hour; Year 2: \$430.00 per hour; Year 3: \$440.00 per hour

C. Overtime Holidays (Bidder's Holidays):

Year 1: \$490.00 per hour; Year 2: \$500.00 per hour; Year 3: \$510.00 per hour

Parts/Material: Service Contractor's direct cost plus Fifteen (15%) percent.

Service/Truck Charge: \$0.00 per quarter hour (Not to exceed a half hour of travel time)

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

1. BID INCLUDES:

Addendum Number #1 Dated:
April 5th 2023

Addendum Number _____, Dated _____
Addendum Number _____, Dated _____

2. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than \$10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

3. NON-DISCRIMINATION: The undersigned Bidder certifies that he/ she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991 and as amended December 18, 2018.

4. REFERENCES: Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1:

Company Name: Infirmiry Health

Company Address: 1700 Springhill Ave Mobile AL 36607

Telephone: 251-458-3076 Email: JR Smith <jr.smith@infirmiryhealth.org

Type of Work: Hospital

Date(s): 6/2010 - Current

B. Reference #2:

Company Name: Springhill Medical Center

Company Address: 3684 Springhill Ave Mobile AL 36608

Telephone: 251-460-5227 Email: Steve.Crenshaw@springhill.org

Type of Work: Hospital Date(s) 3/2009-current

B. Reference #3:

Company Name: City of Mobile

Company Address: P.O. Box 1827 Mobile, AL 36633

Telephone: 251-208-7639 Email: Thomasn@cityofmobile.org

Type of Work: Municipality

Date: 3/2010- Present

- 5. SIGNATURE:** If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b / a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME: KONE Inc.

By _____

(Signature of Company Officer)

COMPANY OFFICER: John L. Muncie

TITLE General Manager

DATE: April 18, 2023

Sworn to and subscribed before me this April 18 Date 2023

Vicki L. Bushey
Notary Public

END OF SECTION

BID FORM
PAGES OF 5



BILLING BREAKDOWN SC-019-23

ELEVATORS & ESCALATORS SERVICE & PREVENTATIVE MAINTENANCE

3-YEAR SERVICE CONTRACT W/ KONE INC.

FACILITY	2023-2024	2024-2025	2025-2026	TOTAL CONTRACT
	YEAR ONE	YEAR TWO	YEAR THREE	
GulfQuest	\$6,372.00	\$6,696.00	\$7,032.00	\$20,100.00
Convention Center	\$48,348.00	\$50,760.00	\$53,304.00	\$152,412.00
Cruise Terminal	\$29,388.00	\$30,864.00	\$32,400.00	\$92,652.00
Other Locations	\$30,612.00	\$32,196.00	\$33,864.00	\$96,672.00
GRAND TOTALS:	\$114,720.00	\$120,516.00	\$126,600.00	\$361,836.00

CHARGE ACCOUNTS:

GulfQuest-	10044020-42140
Convention Center-	60806080-42200
Cruise Terminal-	60206020-42150
Other Locations-	10043037-42150

Please refer within this Contract Packet to the attached Bid Form for more information

EXHIBIT A - LOCATIONS

Facility Name	Facility Address	City	State	Zip Code	Equipment Type	Model	ALE ID	Speed	Openings	Capacity
200 Government Street	200 Government Street	Mobile	Alabama	36602	Elevator	ECD Hydro	36427	125	4	3,000
Alabama Cruise Terminal	201 S. Water Street	Mobile	Alabama	36602	Wheelchair Lift	Spectra Lift	21177	20	2	750
					Elevator	Inclinorator	21170	150	2	2,500
					Elevator	Inclinorator	21171	150	2	2,500
					Escalator	Kone	21175	90	2	5,000
					Escalator	Kone	21176	90	2	5,000
					Elevator	Kone	21171	150	4	3,500
					Elevator	Kone	21173	150	4	3,500
					Elevator	Kone	21174	150	4	3,500
Ben May Library	701 Government Street	Mobile	Alabama	36602	Elevator	Mowrey Hydro	33054	100	4	2,500
Gulf Coast Exploreum/IMAX	65 Government Street	Mobile	Alabama	36602	Wheelchair Lift	National VPL	12315	10	2	750
					Elevator	Mowrey Hydro	21215	150	2	3,000
					Elevator	Mowrey Hydro	21217	100	2	8,000
					Wheelchair Lift	National VPL	21218	10	2	750
					Elevator	Mowrey Hydro	21216	100	2	2,100
GulfQuest Maritime Museum	155 South Water Street	Mobile	Alabama	36602	Elevator	Otis Traction	57438	350	4	5,000
					Elevator	Otis Traction	57437	350	9	5,000
					Wheelchair Lift	Garaventa IPL	54081	10	2	750
Harmon Park	1611 Belfast Street	Mobile	Alabama	36605	Wheelchair Lift	Concord		20	2	750
History Museum of Mobile	111 South Royal Street	Mobile	Alabama	36602	Elevator	EC Hydro	18755	100	2	2,000
					Elevator	EC Hydro	20016	100	2	2,000
					Freight	Montgomery Hydro	18756	50	2	12,000
Information Technology (MIT)	651 Church Street	Mobile	Alabama	36602	Elevator	ECD Hydro	36178	80	2	2,500
Joe Jefferson Playhouse	11 South Carlen Street	Mobile	Alabama	36606	Wheelchair Lift	Concord	32899	20	2	750
Library Administration	700 Government Street	Mobile	Alabama	36602	Elevator	Dover Hydro	20011	100	2	2,000
Mobile Civic Center	401 Civic Center Drive	Mobile	Alabama	36602	Elevator	Kone	20012	80	2	2,500
					Freight	Kone	20013	50	2	8,000
					Escalator	Kone	20014	90	2	2,500
Mobile Convention Center	1 South Water Street	Mobile	Alabama	36602	Escalator	Montgomery	9303	90	2	8,000
					Escalator	Montgomery	9298	90	2	8,000
					Escalator	Montgomery	9304	90	2	8,000
					Escalator	Montgomery	9302	90	2	8,000
					Escalator	Montgomery	9297	90	2	8,000
					Escalator	Montgomery	9301	90	2	8,000
Mobile Museum of Art	4850 Museum Drive	Mobile	Alabama	36608	Elevator	Kone Hydro	20005	125	5	2,500
					Elevator	MEI Hydro	20004	150	3	3,500
					Freight	MEI Hydro	20006	50	3	12,000
MPD Headquarters	2460 Government Street	Mobile	Alabama	36606	Elevator	Montgomery Hydro	20010	100	4	2,500
MPD Special Operations	850 St. Anthony Street	Mobile	Alabama	36603	Elevator	Montgomery Hydro	32910	75	3	1,500
Municipal Archives	457 Church Street	Mobile	Alabama	36602	Elevator	Dover Hydro	20015	125	2	2,100
Tardy Cottage	104 S. Lawrence Street	Mobile	Alabama	36602	Elevator	Inclinorator	54255	30	3	500
West Regional Library	5555 Grelot Road	Mobile	Alabama	36609	Elevator	Montgomery Hydro	20009	125	2	5,000
					Elevator	Montgomery Hydro	20007	125	2	2,500
					Elevator	Montgomery Hydro	20008	125	2	2,500

NOTE: Service Contractor to verify building location, equipment type, and manufacturer.

END OF SECTION



Alabama Secretary of State



KONE Inc.	
Entity ID Number	000 - 854 - 806
Entity Type	Foreign Corporation
Principal Address	30 20TH ST MOLINE, IL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Delaware
Formation Date	
Qualify Date	06/18/1962
Registered Agent Name	CORPORATION SERVICE COMPANY INC
Registered Office Street Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Registered Office Mailing Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Nature of Business	MFG. SELL ELEVATORS, ESCALATORS, ETC.
Capital Authorized	
Capital Paid In	
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov . The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012
Transactions	
Transaction Date	04/05/1971
Registered Agent Changed From	STURGEON, W G 105 MADISON STREET MOBILE, AL
Transaction Date	10/18/1971
Registered Agent Changed From	SHARP, MARVIN 105 MADISON STREET MOBILE, AL
Transaction Date	08/29/1973
Miscellaneous Filing Entry	AMENDMENT FILED (3)
Transaction Date	04/04/1974

KONE Inc.	
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	02/11/1977
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	07/18/1980
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	02/02/1981
Registered Agent Changed From	GORDON, HERMAN 105 MADISON STREET MOBILE, AL
Transaction Date	06/11/1981
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	12/13/1982
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	07/11/1983
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	08/08/1983
Registered Agent Changed From	THE CORPORATION COMPANY 1 COURT SQUARE MONTGOMERY, AL
Transaction Date	06/22/1984
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	07/07/1986
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	03/20/1987
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	07/12/1993
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	01/23/1995
Legal Name Changed From	Montgomery Elevator Company
Transaction Date	01/27/2000
Legal Name Changed From	Montgomery KONE Inc.
Transaction Date	03/26/2007
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DRIVE STE 204 MONTGOMERY, AL 36109
Transaction Date	04/28/2017
Registered Agent Changed From	CSC LAWYERS INCORPORATING SVC INC 150 SOUTH PERRY ST MONTGOMERY, AL 36104

KONE Inc.	
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	04/05/1971 Registered Agent Change 1 pg.
Document Date / Type / Pages	08/08/1983 Registered Agent Change 1 pg.
Document Date / Type / Pages	01/23/1995 Legal Name Change 1 pg.
Document Date / Type / Pages	01/27/2000 Legal Name Change 1 pg.
Document Date / Type / Pages	03/26/2007 Registered Agent Change 1 pg.
Document Date / Type / Pages	04/28/2017 Registered Agent Change 1 pg.

New Search



Company ID Number: 40635
Client Company ID Number: 327983

**Information Required
For the E-Verify Designated Agent Program**

Information relating to your Company:

Company Name: Kone, Inc.

Company Facility Address: 4225 Naperville Road, Suite 400

Lisle, IL 60532

County or Parish: DU PAGE

Employer Identification
Number: 362357423

North American Industry
Classification Systems
Code: 238

Parent Company: Kone Holdings, Inc.

Number of Employees: 100 to 499

E-Verify



Company ID Number: 41635
Client Company ID Number: 327983

Approved by:

Employer Kona, Inc.

Michael DeCicco
Name (Please Type or Print)

Dir, HR Sys + Org Dev
Title

Michael DeCicco
Signature

5-17-10
Date

Designated Agent Lav ogix Group, Inc.

Ronnie Ho

Name (Please Type or Print)

Title

Electronically Signed
Signature

05/17/2010
Date

Department of Homeland Security - Verification Division

Rebecca K Green
Name (Please Type or Print)

Deputy Branch Chief/E-Verif
Title

Rebecca K Green
Signature

5-17-10
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2023

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 Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago, IL 60601	CONTACT NAME: Aon Client Services PHONE (A/C, Hq, Ext): 866-283-7122 FAX (A/C, No): 800-363-0105 E-MAIL: Acs.chicago@aon.com ADDRESS: Acs.chicago@aon.com
INSURED KONE Inc. Attn: insurancerequests@kone.com One KONE Court Moline IL 61265	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company NAIC # 24147 INSURER B: Pohjola Insurance Ltd. N/A INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 74397946

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	☒	MWZY 57732	1/1/2023	1/1/2024	EACH OCCURRENCE \$10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$10,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$10,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$10,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	☒	MWTB 20018	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐ OCCUR ☐ CLAIMS-MADE	☒	16-683-331-6	1/1/2023	12/31/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒	MWC 115397 15 (AOS) MWXS 822 15 (OH)	1/1/2023 1/1/2023	1/1/2024 1/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$5,000,000 E.L. DISEASE - EA EMPLOYEE \$5,000,000 E.L. DISEASE - POLICY LIMIT \$5,000,000

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

Contract No. 40130191 - Project/Location: SC-019-23 Project Name: Mobile Civic Center Mobile AL
As respects Excess Liability, if evidenced above, Aon Risk Solutions U.S. is generating & distributing this COI in an administrative capacity
City of Mobile is an additional insured on a primary and non contributory basis for general liability and auto liability.
Waiver of subrogation is granted to the City of Mobile

CERTIFICATE HOLDER**CANCELLATION**

City Of Mobile
PO Box 1827
Mobile AL 36633-1827

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Aon Risk Services Central, Inc.

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

74397946 | 000 U.S. | 23/24 GL AU XS WC NOT Policy Schedule | Kim Thompson | 5/16/2023 9:30:46 AM (CST) | Page 1 of 1
This certificate cancels and supersedes ALL previously issued certificates.

AGENCY CUSTOMER ID: 000-U S

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED KONE Inc. Attn: insurancerequests@kone.com One KONE Court Moline IL 61265
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: City Of Mobile

ADDRESS: PO Box 1827 Mobile AL 36633-1827

Contractual liability is included in KONE's general liability policy.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

All Persons or Organizations as Required by Written Contract.

With respect to **COVERED AUTOS LIABILITY COVERAGE**, **Who Is An Insured** is changed with the addition of the following:

Each person or organization shown in the Schedule for whom you are doing work is an "insured". But only for "bodily injury" or "property damage" that results from the ownership, maintenance or use of a covered "auto" by:

1. You;
2. an "employee" of yours; or
3. anyone who drives a covered "auto" with your permission or with the permission of one of your "employees".

However, the insurance afforded to the person or organization shown in the Schedule shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided by this policy exceed the scope of coverage and/or limits required by the contract or agreement.

PCA 001 10 13

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):

All Persons or Organizations where Required by Written Contract.

A. **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, paragraph 1. **Who Is An Insured** is amended to include the person(s) or organization(s) shown in the above Schedule as an additional "insured", but only with respect to "accidents" arising out of your work while being performed for such person(s) or organization(s).

B. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This policy's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to the "insured" person(s) or organization(s) shown in the above Schedule provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

PCA 048 09 19

Page 1 of 1

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THIS FORM IS NOT APPLICABLE IN: MA

KONE Holdings, Inc
MWTB 20018
01/01/2023 — 01/01/2024

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person or Organization:

All Persons or Organizations as Required by Contract or Agreement.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition is changed by adding the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.

PCA 024 10 13

Page 1 of 1

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As Required by Written Contract unless specifically endorsed on another endorsement attached to this Policy.	On File With Company

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

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

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74397946 | 000-U.S. | 23/24 GL AU XS WC (OT Policy Schedule) | Kim Thompson | 5/16/2023 9:30:16 AM (CST) | Page 6 of 11

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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

All Persons or Organizations as required by Written Contract or Agreement.

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

**The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us of
Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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KONE Holdings, Inc
MWZY 57732
01/01/2023 — 01/01/2024

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

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CG 20 01 12 19

Page 1 of 1

POLICY NUMBER: MWC 115397 15 (AOS)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY CONTRACT OR AGREEMENT.

THIS FORM DOES NOT APPLY IN THE FOLLOWING STATES: CA, KY, NJ, TX, UT

KONE INC
MWC 115397 15 (AOS)
01/01/2023 — 01/01/2024

DATE OF ISSUE: 01/01/2023

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INSURED COPY

KONE INC.
16-683-331-6
01/01/2023 — 12/31/2023



Extensions to KONE OYJ'S Global Liability Insurance conditions

EXTENSION 1: ADDITIONAL INSURED

Worldwide general third-party liability and products liability insurance conditions for KONE OYJ are amended by the following:

Principals/Buyers/(Sub)contractors/Landlords/Lessors/Third Parties are covered as Additional Insureds as required by law or written contract.

Additional Insureds are covered under this policy but only with respect to liabilities arising out of their operations performed by or for the named insured, but excluding any negligent acts committed by such Additional Insured. The inclusion of any Additional Insured(s) shall not entitle them to any rights or benefits under the Policy except as otherwise described above.

All other terms and conditions of this policy shall remain unchanged.

However, cover described above shall not apply to Pure Financial Loss, Professional Indemnity, Property in Care, Custody and Control, Excess Auto Liability, and excess Employer's Liability.

KONE INC.
16-683-331-6
01/01/2023 — 12/31/2023



2) The insured have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. In all other cases the decision to use this Policy as primary shall be reserved to the Policyholder. If the Policyholder shall decide to use this policy as a secondary cover, DIC/DIL coverage shall still apply.

KONE INC.
16-683-331-6
01/01/2023 — 12/31/2023



14 Right of recourse

The insurer will agree to waive their rights of subrogation provided that the insured has waived or is required to waive such rights under a contractual agreement.

GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

- A. **The Contract Documents:** The Contract Documents are enumerated in the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.
- B. **The Contract:** The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.
- C. **The Work:** The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.
- D. **The Project Manual:** The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.
- E. **The Bidding and Contract Requirements:** The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.
- F. **The Specifications:** The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- G. **Correlation and Intent of the Contract Documents:** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. **THE OWNER:**

- A. The "Owner" is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's designated representative is the Building Services Department, Service Contract Administrator.

3. **THE SERVICE CONTRACTOR:**

- A. The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.
- B. The Service Contractor shall perform the Work in accordance with the Contract Documents.
- C. Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- D. The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.
- E. Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- F. The Service Contractor's technicians or workmen shall be qualified and have had sufficient education, training and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.
- G. The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- H. Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- I. The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.

- J. The Service Contractor shall confine operations at the site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.
- K. The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Service Contractor.
- L. To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- M. Additionally, the City of Mobile reserves the rights to have any of Service Contractor's employees removed, barred, and/or restricted from the facility and request the immediate replacement as needed during the term of this Agreement.

4. **CHANGES IN THE WORK:**

- A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.
- B. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. **SCHEDULE:**

- A. **STARTING WORK:** The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence and no materials shall be ordered before the Notice to Proceed has been issued.
- B. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. **PAYMENTS:**

- A. **CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.
- B. **SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.
- C. **METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:
- 1) Payments shall be made monthly, upon completion of work, as specified.
 - 2) Invoices for completed Work shall be delivered to the Service Contract Administrator for review and approval upon completion of work as listed in the Scope of Work. Invoices shall list unit pricing in accordance with the approved Schedule of Values.
 - 3) Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

7. **SAFETY:**

- A. The Service Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
- 1) employees on the Work and other persons who may be affected thereby;
 - 2) the Work and materials and equipment to be incorporated therein;
 - 3) other property at the site or adjacent thereto.
- C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.
- D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.
- E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the

Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.

- F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. **INSURANCE:**

- A. The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 1) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed
- 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor's employees;
- 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Contractor's employees;
- 4) Claims for damages insured by usual personal injury liability coverage;
- 5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- 6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- 7) Claims for bodily injury or property damage arising out of completed operations; and
- 8) Claims involving contractual liability insurance applicable to the Service Contractor's obligations.

- B. The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

- 1) Worker's Compensation and Employer's Liability:

Statutory - amount and coverage as required by law of place in which the work is performed.

- 2) Comprehensive General Liability:

The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

- | | |
|---------------------|--|
| a) Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| b) Property Damage | \$1,000,000 each occurrence |
| c) Or Bodily Injury | \$1,000,000 combined single limit and
Property Damage |

Such comprehensive policy shall include the following:

- a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.
- b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.
- c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).
- d) Broad Form Property Damage Coverage, including Completed Operations.
- e) Personal Injury Liability, with employees exclusions removed.
- f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.
- g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:

The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

- | | |
|-------------------------|--|
| a) Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| b) Property Damage | \$1,000,000 each occurrence |
| c) Or Bodily Injury and | \$1,000,000 combined single limit
Property Damage |

4) Excess/Umbrella Liability:

- a) \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5) Additional insurance requirements as listed in Insurance Requirements Section of the bid documents and the executed contract.

- C. Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

- D. Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds \$50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.
- E. The insurance required by Section 2. shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.
- F. The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.

9. **MISCELLANEOUS PROVISIONS:**

- A. The Contract shall be governed by the laws of the State of Alabama.
- B. The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- C. No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.
- D. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- E. No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
- F. Inspections and approvals of portions of the Work shall be made as required by the Contract Documents. The Service Contractor shall give the Owner timely notice of when and where Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.

- G. Required inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.
- H. On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City License at the time of Bidding.
- I. 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 (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.
- K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. **TERMINATION OR SUSPENSION OF THE CONTRACT:**

- A. The Owner may terminate the Contract for cause if the Service Contractor
 - 1) fails to perform service in a satisfactory manner; or
 - 2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
 - 3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - 4) otherwise is guilty of substantial breach of a provision of the Contract Documents.
- B. When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.
- C. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.
- D. In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

- A.** Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.
- B.** Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.
- C.** In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- D.** Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 15, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Long Lewis Ford of the Shoals, Inc for three 2025 or newer Ford Bronco Sport Big Bend 4WD SUVs for MPRD.

Amount of Contract:

\$93,190.50

Funding Source

General fund.

ATTACHMENTS:

1. 20250710 Long Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 15 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 Long Lewis Ford of the Shoals, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Long Lewis Ford of the Shoals, Inc for three 2025 or newer
Ford Bronco Sport Big Bend 4WD SUVs for MPRD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$93,190.50

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State contract

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>27072</u>	2025	(F7000) MOTOR POOL	THREE 2025 OR NEWER FORD BRONCO SPORT BIG BEND 4WD SUVS FOR MPRD (AL STATE CONTRACT)	\$93,190.50	<u>(290649) LONG LEWIS FORD OF THE SHOALS, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027072-00 FY 2025 Acct No: 1000.50.20.2030.2025.2005.0000.0000.45040. Review: Buyer: Status: Approved	Page 1
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/08/25	290649				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2025 FORD BRONCO SPORT AS FOLLOWS: 4X4 1.5L ECOBOOST ENGINE W/AUTO START-STOP TECHNOLOGY, ELECTRIC PARKING BRAKE, ELECTRONIC BRAKE ASSIST, 8-SPEED AUTO TRANSMISSION, HOSS 1.0 OFF-ROAD TUNED SUSPENSION, GRILLE-CARBONIZED GRAY W/BRONCO MOLDED IN WHITE, PRIVACY GLASS-2ND ROW AND LIFTGATE, WHEELS-17" CARBONIZED GRAY-PAINTED HIGH GLOSS ALUMINUM, CLIMATER CONTROLS W/REAR AIR DUCT, CARPETED CARGO FLOOR, SEATS CLOTH BUCKET CLOTH, 6 WAY DRIVER/4WAY PASSENGER, REAR CENTER ARMREST(FOLD-DOWN W/2 CUPHOLDERS), SUN VISORS W/MIRRORS (DRIVER/PASSENGER), FORD CO-PILOT 360 INCLUDES AUTO HIGH BEAM HEADLAMPS, BLIS W/CROSS-TRAFFIC, LANE KEEPING SYSTEM, DRIVER ALERT, PRE-COLLISION ASSIST W/AUTOMATIC EMERGENCY BRAKING, DYNAMIC BRAKE SUPPORT, REAR VIEW CAMERA, PRE-COLLISION BRAKING, MIRRORS SIDEVIEW HEATED GLASS, REAR VIEW CAMERA, PUSH BUTTON START, SIRIUS RADIOXM, ADVANCE TRAC, HILL START ASSIST, FORD PASS CONNECT, FRONT AND REAR STABILIZER, INTELLIGENT ACCESS PUSH START, 12.3"	3.00 EACH	30325.50000	90976.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027072-00 FY 2025 Acct No: 1000.50.20.2030.2025.2005.0000.0000.45040. Review: Buyer: Status: Approved
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Page 2

Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/08/25	290649				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
INSTRUMENT CLUSTER DISPLAY, SYNC 4 W/13.2" LCD CAPACITIVE TOUCHSCREEN IN CENTER STACK W/SWIPE CAPABILITY, CLOUD CONNECTED, 911 ASSIST, CAR PLAY AND ANDROID AUTO COMPATIBLE, DIGITAL OWNERS MANUAL, CONVERSATIONAL VOICE RECOGNITION, SEATING UP TO 5, WIRELESS CHARGING PAD, REVERSE SENSORS. ADD:.. FRONT & REAR FLOOR LINERS HD RUBBER CARGO MAT-HEAVY DUTY MAT PRE-INSTALLED AS PER STATE OF ALABAMA CONTRACT T-191, MA220000003123 LINE 2 Additional Description Notes ----- 2025 FORD BRONCO SPORT AS FOLLOWS: 4X4 1.5L ECOBOOST ENGINE W/AUTO START-STOP TECHNOLOGY, ELECTRIC PARKING BRAKE, ELECTRONIC BRAKE ASSIST, 8-SPEED AUTO TRANSMISSION, HOSS 1.0 OFF-ROAD TUNED SUSPENSION, GRILLE-CARBONIZED GRAY W/BRONCO MOLDED IN WHITE, PRIVACY GLASS-2ND ROW AND LIFTGATE, WHEELS-17" CARBONIZED GRAY-PAINTED HIGH GLOSS ALUMINUM, CLIMATER CONTROLS W/REAR AIR DUCT, CARPETED CARGO FLOOR, SEATS CLOTH BUCKET CLOTH, 6 WAY DRIVER/4WAY PASSENGER, REAR CENTER ARMREST(FOLD-DOWN W/2 CUPHOLDERS), SUN VISORS W/MIRRORS (DRIVER/PASSENGER), FORD CO-PILOT 360 INCLUDES AUTO HIGH BEAM HEADLAMPS, BLIS W/CROSS-TRAFFIC, LANE KEEPING SYSTEM, DRIVER ALERT, PRE-COLLISION ASSIST W/AUTOMATIC EMERGENCY BRAKING, DYNAMIC BRAKE SUPPORT, REAR VIEW CAMERA, PRE-COLLISION BRAKING, MIRRORS SIDEVIEW HEATED GLASS, REAR VIEW CAMERA, PUSH BUTTON START, SIRIUS RADIOXM, ADVANCE TRAC, HILL START ASSIST, FORD PASS CONNECT, FRONT AND REAR STABILIZER, INTELLIGENT ACCESS PUSH START, 12.3" INSTRUMENT CLUSTER DISPLAY, SYNC 4 W/13.2" LCD CAPACITIVE TOUCHSCREEN IN CENTER STACK W/SWIPE			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027072-00 FY 2025 Acct No: 1000.50.20.2030.2025.2005.0000.0000.45040. Review: Buyer: Status: Approved	Page 3
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/08/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	CAPABILITY, CLOUD CONNECTED, 911 ASSIST, CAR PLAY AND ANDROID AUTO COMPATIBLE, DIGITAL OWNERS MANUAL, CONVERSATIONAL VOICE RECOGNITION, SEATING UP TO 5, WIRELESS CHARGING PAD, REVERSE SENSORS.			

FRONT & REAR FLOOR LINERS HD RUBBER
CARGO MAT-HEAVY DUTY MAT PRE-INSTALLED

AS REQUESTED BY 2025-PARKS & REC.

1	1000.50.20.2030.2025.2005.0000.0000.45040.			90976.50
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Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

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

002	FREIGHT	3.00 EACH	738.00000	2214.00
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Vendor Item
Inventory Item/Loc 14009

1	1000.50.20.2030.2025.2005.0000.0000.45040.			2214.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027072-00 FY 2025 Acct No: 1000.50.20.2030.2025.2005.0000.0000.45040. Review: Buyer: Status: Approved	Page 4
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/08/25	290649				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 93190.50

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

Account	Amount	Remaining Budget
1000.50.20.2030.2025.2005.0000.0000.45040.	93190.50	1163779.59
OPERATIONS EXP	MOTOR POOL BUDGET RATE	

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

Activity	Date	Clerk	Comment
Approved	07/09/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	07/09/25	SHONNDA SMITH	
Approved	07/09/25	CHERI BOUCHER	Auto approved by: 910518244
Forward	07/09/25	KIM CARMODY	Automatic Forward to 910513252
Approved	07/09/25	GERARD MCCANTS	
Approved	07/09/25	DANIEL OTTO	Auto approved by: 910513252
Approved	07/10/25	DONALD ROSE	Auto approved by: 9105paij

Contract Header

Contract

Ford Fleet T191 Long Lewis Shoals

Supplier

Long-Lewis Of The Shoals Inc

Linked Solicitation

Ford Fleet T191 -Bid-

Type

Master Agreement

Contract Code

MA220000003123

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Christina	Croteau	christina.croteau@longlewis.net	256-710-5229
Christina	Croteau	christina.croteau@longlewis.net	256-710-5229

2 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/14/2022

End Date

6/14/2026

Documents

- [Master_Agreement_V1.pdf](#)
- [2023 Order Bank Opening Updates.pdf](#)
- [Master_Agreement_V1 \(7\).pdf](#)
- [Updated Ford_Bid_specs T191 5-23-22.pdf](#)
- [Ford 2023 Order Bank Opening Updates.pdf](#)
- [MA220000003123_Long_Lewis_of_the_Shoals_T191_V1.pdf](#)

Items

Item Name	Product Code	UOM
Ford Escape	220000003123-1	31,289.50 Each
Ford Bronco Sport	220000003123-2	37,945.50 Each
Ford Edge	220000003123-4	34,658.50 Each

Item Name	Product Code	UOM	
Ford Expedition	220000003123-5	49,920.50	Each
Ford Transit Passenger 15 Van	220000003123-9	53,880.50	Each
Ford Transit Cargo Van	220000003123-11	45,998.50	Each
Optional Equipment	220000003123-36	0.00	USD
Vehicle Delivery	220000003123-37	0.00	USD



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 15, 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 Schaefer Plastics North America LLC for 793 95-gallon garbage carts for Garbage Collection .

Amount of Contract:

\$41,943.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250709 Schaefer Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 15 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 Schaefer Plastics North America LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Schaefer Plastics North America LLC for 793 95-gallon
garbage carts for Garbage Collection .
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$41,943.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: HGAC and Sourcwell cooperative purchasing agreements, 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>25383</u>	2025	(2090B) GARBAGE COLLECTION	793 95-GAL GARBAGE CARTS FOR GARBAGE COLLECTION (HGAC & SOURCEWELL COOPERATIVE PURCHASING AGREEMENTS, NOT ON STATE CONTRACT)	\$41,943.00	<u>(297915)</u> <u>SCHAEFER</u> <u>PLASTICS NORTH</u> <u>AMERICA, LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025383-00 FY 2025 Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Approved	Page 1
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Vendor SCHAEFER PLASTICS NORTH AMERICA, LLC 10301 WESTLAKE DRIVE CHARLOTTE, NC 28273 Tel#704-944-4500	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605
---	--

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/25	297915				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER HGAC CONTRACT RC01-21 AND QUOTE DATED 5/30/25 USD95Q 95 GALLON BAR CART: TAN BODY WITH BLACK LID 10" PLASTIC WHEELS & RFID TAG MOBILE, ALABAMA BODY HOT STAMP CITY SERVICES // TO THE STREET WITH FACE ARROWS LID HOT STAMP BD: BG1 LID: LIDBK1 ITEM NUMBER 95Q.OR AS PER YOUR QUOTE 033440-1 AND SCHAEFER SOURCEWELL CONTRACT #120324-SFR	793.00 EACH	51.00000	40443.00
-----	--	----------------	----------	----------

1	1000.40.20.2070.2090.2070.0000.0000.44020.			40443.00
---	--	--	--	----------

Ship To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

002	FREIGHT	1.00 EACH	1500.00000	1500.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025383-00 FY 2025 Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Approved	Page 2
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Vendor SCHAEFER PLASTICS NORTH AMERICA, LLC 10301 WESTLAKE DRIVE CHARLOTTE, NC 28273 Tel#704-944-4500	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605
---	--

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/25	297915				GARBAGE COLLECTION

LN	Description / Account Vendor Item Inventory Item/Loc 14009	Qty	Unit Price	Net Price
1	1000.40.20.2070.2090.2070.0000.0000.44020.			1500.00

Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Requisition Link

Requisition Total	41943.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.44020.	41943.00	2000353.90
SANITATION EXP		
OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	06/04/25	MATTHEW ANDERSON	Auto approved by: 910518787
Approved	06/04/25	SHONNDA SMITH	Auto approved by: 910518787
Approved	06/04/25	CHERI BOUCHER	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025383-00 FY 2025 Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Approved
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Page 3

Vendor SCHAEFER PLASTICS NORTH AMERICA, LLC 10301 WESTLAKE DRIVE CHARLOTTE, NC 28273 Tel#704-944-4500	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605
--	---

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/25	297915				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
Forward	06/06/25 CLAUDE BUERGER IV	Automatic Forward	to 910520668	
Approved	07/08/25 DONALD ROSE	Auto approved by:	9105paij	
Approved	07/08/25 SANDRA LEWIS	Auto approved by:	9105paij	
Approved	07/08/25 STEVEN KRONINGER	Auto approved by:	9105paij	
Approved	07/08/25 JOHNNIE HARRUB	Auto approved by:	9105paij	
Approved	07/08/25 SAMANTHA COOLEY	Auto approved by:	9105paij	
Approved	07/08/25 ANNE FOLEY	Auto approved by:	9105paij	
Approved	07/08/25 JOHN PAINE	Auto approved by:	9105paij	

Authorized By: _____ Date: _____
Signature

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Looking for something specific?

Search

Product Information

Product Description

Schaefer Systems International, Inc. USD95Q 95-gallon capacity residential rollout cart; universal dumping design, injection molded, steel lower bar, 10" quick-release plastic wheels

Manufacturer

Schaefer Plastics North America, LLC

Contract

RC01-21 Refuse & Recycling Containers and Lifters

Price

\$55.28

Keyword(s)

Schaefer Systems International, Inc. USD95Q 95-gallon capacity residential rollout cart; universal dumping design, injection molded, steel lower bar, 10, quick-release plastic wheels

Product Code

RC21A98

Contract Category

Public Works Equipment

Price Unit

110

[View Catalog](#)

Suppliers Offering This Product

Schaefer Plastics North America, LLC

Travis McAlister

Travis.McAlister@ssi-plastic.com

Phone: 704-944-4500 x 5534

Fax: 704-588-1862

Contact HGACBuy

Cristal Williams

Cristal.Williams@h-gac.com

Phone: 832-681-2632

Fax: 713-993-4548

[Return to Products & Services](#)[View This Contract](#)

Contact Information

H-GAC Mailing Address:

P.O. Box 22777
Houston, TX. 77227-2777

H-GAC Physical Address

3555 Timmons Lane, Suite 120
Houston, TX 77027

Phone: 832-810-2667

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Refuse & Recycling Containers and Lifters

Contract Information

Contract Number

RC01-21

Effective Dates

01/01/2021 - 12/31/2025

Contract Details

Residential, Industrial / Commercial Plastic & Steel Refuse/Recycling Collection Containers including Residential Rollout Containers, Curbside Recycling Bins, Indoor Containers, Industrial/Outdoor Containers, Lifters and Cart Washing Service Contract

View Contacts

View Documents

Return to Products & Services

All Products

Description	Code	Manufacturer	Price	Discount
"Cascade Engineering 1.9 gallon indoor food scrap collectin container; 1.9 gallon capacity; with attached hinged lid"	RC21G56	Cascade Engineering		
"Cascade Engineering 14 gallon recycling bin; 14 gallon capacity curbside recycling bin; injection molded"	RC21A40	Cascade Engineering		
"Cascade Engineering 18 gallon recycling bin; 18 gallon capacity curbside recycling bin; injection molded"	RC21A41	Cascade Engineering		

About the Cooperative	Bid Notices	HGACBuy HowTos	Products & Services	Resources
		Society's breast cancer awareness programs." "Cascade Engineering 32 gallon universal cart; 32 gallon capacity residential rollout cart/recycler/organics cart; universal dumping, injection molded, rotating composite bar; 8" wheels." "Cascade Engineering 32 gallon universal EcoCart : 32 gallon capacity residential rollout cart/recycler/organics cart; universal dumping, injection molded, rotating composite bar, 8" wheels manufactured with 10% residential curbside collected ridged plastic." "Cascade Engineering 35 gallon universal American Cancer Society Pink Cart; 32 gallon capacity residential rollout cart/recycler; universal dumping, injection molded, rotating composite bar, 8" wheels. A portion of each Pink Cart sale goes to support the Society's breast cancer awareness programs." "Cascade Engineering 35 gallon universal cart; 35 gallon capacity residential rollout cart/recycler; universal dumping, injection molded, rotating composite bar, 8" wheels." "Cascade Engineering 35 gallon universal EcoCart : 35 gallon capacity residential rollout cart/recycler/organics cart; universal dumping, injection molded, rotating composite bar, 8" wheels manufactured with 10% residential curbside collected ridged plastic." "Cascade Engineering 64 gallon universal American Cancer Society Pink Cart; 64gallon capacity residential rollout cart/recycler; universal dumping, injection molded, rotating composite bar, 10" wheels. A portion of each Pink Cart sale goes to support the Society's breast" "Cascade Engineering 64 gallon universal cart; 64 gallon capacity residential rollout cart/recycler; universal dumping, injection molded, rotating composite bar; 10" wheels." "Cascade Engineering 64 gallon universal EcoCart : 64 gallon capacity residential rollout cart/recycler/organics cart; universal dumping, injection molded, rotating composite bar, 10" wheels manufactured with 10% residential curbside collected ridged plastic."	RC21E2 Cascade Engineering RC21E11 Cascade Engineering RC21E3 Cascade Engineering RC21E4 Cascade Engineering RC21E12 Cascade Engineering RC21E5 Cascade Engineering RC21E6 Cascade Engineering RC21E13 Cascade Engineering	

Schaefer Plastics

Injection-molded rollout carts

#120324-SFR

Maturity Date: 4/4/2029

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

Documents

Contract Documentation

 [Contract](#)

Competitive Solicitation Documentation

 [Request for Proposal \(RFP\)](#)

 [Proof of Publication](#)

 [Proposal Opening Record](#)

 [Proposal Evaluation](#)

 [Comment & Review](#)

 [Board Resolutions](#)

Pricing Documentation

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 [Contract 120324-SFR-Price Information](#)

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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 16, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

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

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'R. L. Riddle', written in a cursive style.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

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 15, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for one 2025 Ford f150 supercrew 4WD pickup truck for Facilities Maintenance

Amount of Contract:

\$47,418.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250709 Stivers Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 15 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 Stivers Ford Lincoln Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for one 2025 Ford f150 supercrew
4WD pickup truck for Facilities Maintenance
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$47,418.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State contract

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>25841</u>	2025	(F7000) MOTOR POOL	2025 FORD F150 SUPERCREW 4WD PICKUP TRUCK FOR FACILITIES MAINTENANCE (AL STATE CONTRACT)	\$47,418.00	<u>(292393) STIVERS FORD LINCOLN INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025841-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.45040. Review: Buyer: Status: Released	Page 1
--	--	--------

Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

MONTGOMERY, AL 36116

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

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

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Delivery Reference
 TRAVESIA AGEE

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

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/12/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2025 OR NEWER FORD F150 SUPERCREW 4x4 PICKUP AS FOLLOWS: 5.0L V8 ENGINE, 10-SPD AUTO, 4x4, 145" WHEELBASE, 5.5' BED, CLASS IV TRAILER HITCH W/4/7 PIN CONNECTOR, POWER WINDOWS; POWER DOOR LOCKS W/INTEGRATED KEY TRANSMITTER KEYLESS ENTRY, POWER TAILGATE LOCK, CRUISE CONTROL, BLACK VINYL FLOORING, 17" SILVER ALUMINUM WHEELS; CHROME BUMPERS; FOG LAMPS; FORD CO-PILOT 360 2.0, 36 GALLON FUEL TANK; OXFORD WHITE IN COLOR; VINYL 40/20/40-MEDIUM DARK SLATE GRAY; 17" SILVER ALUMINUM WHEELS, CHROME BUMPERS, & FOG LAMPS;5.0L V8 ENGINE;POWER INVVERTOR;4 CORNER LED STROBE LIGHTS;TOOL BOX STANDARD (15"): SPRAY IN BED LINER (5 1/2" BED) OPTIONS 41L 103A XL EQUIPMENT 995 5.0 ENGINE P12 INVERTER LED CORNER STROBES TB1 TOOLBOX SL1 SPRY LINER AS PER STATE OF ALABAMA CONTRACT T-191, MA22000003128-15 Additional Description Notes	1.00 EACH	47074.00000	47074.00

2025 OR NEWER FORD F150 SUPERCREW 4x4 PICKUP AS FOLLOWS:

5.0L V8 ENGINE, 10-SPD AUTO, 4x4, 145" WHEELBASE, 5.5' BED, CLASS IV

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025841-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.45040. Review: Buyer: Status: Released	Page 2
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/12/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	TRAILER HITCH W/4/7 PIN CONNECTOR, POWER WINDOWS; POWER DOOR LOCKS W/INTEGRATED KEY TRANSMITTER KEYLESS ENTRY, POWER TAILGATE LOCK, CRUISE CONTROL, BLACK VINYL FLOORING, 17" SILVER ALUMINUM WHEELS; CHROME BUMPERS; FOG LAMPS; FORD CO-PILOT 360 2.0, 36 GALLON FUEL TANK; OXFORD WHITE IN COLOR; VINYL 40/20/40-MEDIUM DARK SLATE GRAY; 17" SILVER ALUMINUM WHEELS, CHROME BUMPERS, & FOG LAMPS; 5.0L V8 ENGINE; POWER INVERTOR; 4 CORNER LED STROBE LIGHTS; TOOL BOX STANDARD (15"): SPRAY IN BED LINER (5 1/2" BED)			

172 MILES X \$2.00 PER MILE-\$344

AS REQUESTED BY 3035-FACILITIES MAINT.

1	1000.45.20.3030.3035.3030.0000.0000.45040.	47074.00
---	--	----------

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

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

002 FREIGHT	172.00 EACH	2.00000	344.00
Vendor Item Inventory Item/Loc 14009			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025841-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.45040. Review: Buyer: Status: Released	Page 3
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/12/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
1 1000.45.20.3030.3035.3030.0000.0000.45040.			344.00

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

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

Requisition Link

Requisition Total	47418.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.45.20.3030.3035.3030.0000.0000.45040.	47418.00	508491.06
FACILITY MAINTENANCE EXP	MOTOR POOL BUDGET RATE	

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

Activity	Date	Clerk	Comment
Queued	06/12/25	DONALD ROSE	TO GO ON THE AGENDA
Queued	06/12/25	SANDRA LEWIS	TO GO ON THE AGENDA
Queued	06/12/25	STEVEN KRONINGER	TO GO ON THE AGENDA
Queued	06/12/25	JOHNNIE HARRUB	TO GO ON THE AGENDA
Queued	06/12/25	SAMANTHA COOLEY	TO GO ON THE AGENDA

=====	=====
Bill To	Requisition 00025841-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.45.20.3030.3035.3030.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 4
=====	=====

Vendor
STIVERS FORD LINCOLN INC
4000 EASTERN BLVD

MONTGOMERY, AL 36116

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

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

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

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

MOBILE, AL 36604

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
06/12/25	292393				MOTOR POOL
-----	-----	-----	-----	-----	-----

LN	Description / Account		Qty	Unit Price	Net Price
	Queued 06/12/25 ANNE FOLEY		TO GO ON THE AGENDA		
	Queued 06/12/25 JOHN PAINE		TO GO ON THE AGENDA		

Authorized By: _____ Date: _____
Signature

Contract Header

Contract

Ford Fleet T191 Stivers Ford

Supplier

Stivers Ford Lincoln

Linked Solicitation

Ford Fleet T191 -Bid-

Type

Master Agreement

Contract Code

MA220000003128

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

0 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/15/2022

End Date

6/14/2026

Documents

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

Items

Item Name	Product Code	UOM
Ford Explorer	220000003128-3	37,525.00 Each
Ford Maverick	220000003128-6	26,189.00 Each

- [Ford 2023 Order Bank Opening Updates.pdf](#)
- [Updated Ford_Bid_specs T191 5-23-22.pdf](#)
- [Ordering Summary as of September 26, 2023.docx](#)

Item Name	Product Code		UOM
Ford Transit Cargo Van	220000003128-10	43,037.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,717.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,467.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	41,911.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	43,438.00	Each
Ford Diesel Engine Upgrade	220000003128-17	10,211.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	45,578.00	Each
Ford Diesel Engine Upgrade	220000003128-19	10,211.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,461.00	Each
Ford Diesel Engine Upgrade	220000003128-21	10,211.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,598.00	Each
Ford Diesel Engine Upgrade	220000003128-23	10,211.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	44,337.00	Each
Ford Diesel Engine Upgrade	220000003128-25	10,211.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	46,703.00	Each
Ford Diesel Engine Upgrade	220000003128-27	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,374.00	Each
Ford Diesel Engine Upgrade	220000003128-29	10,211.00	Each
Ford Diesel Engine Upgrade	220000003128-31	10,211.00	Each

Item Name	Product Code		UOM
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,406.00	Each
Ford Diesel Engine Upgrade	220000003128-33	10,211.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,262.00	Each
Ford Diesel Engine Upgrade	220000003128-35	10,211.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,730.00	Each



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 15, 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 Truck Equipment Sales Inc for one 2025 Ford F250 extended cab pickup truck with utility body for Facilities Maintenance

Amount of Contract:

\$61,193.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250710 Truck Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 15 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 Truck Equipment Sales Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Truck Equipment Sales Inc for one 2025 Ford F250
extended cab pickup truck with utility body for Facilities Maintenance
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$61,193.00

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 5950

How many bidders received bid packages (if applicable): 19 + web

How many bidders submitted bids (if applicable): 3

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

Local vendor preference of 5%

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>27077</u>	2025	(F7000) MOTOR POOL	2025 FORD F250 EXTENDED CAP PICKUP TRUCK WITH UTILITY BODY FOR FACILITIES MAINTENANCE (SEALED BID 5950)	\$61,193.00	<u>(208560) TRUCK EQUIPMENT SALES INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027077-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.45040. Review: Buyer: Status: Released
--	--

Page 1

Vendor TRUCK EQUIPMENT SALES INC 4700 RANGELINE RD MOBILE, AL 36619 Tel#251-666-8606 Fax 251-666-8676	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/08/25	208560				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	3/4 TON CHASSIS W/UTILITY BODY AS SPECIFIED: 2025 FORD F250 EXTENDED 3/4 TON UTILITY BODY (KNAPHIEDE 696) WITH PIPE RACKS;TOW PACKAGE;PLATFORM RUNNING BOARDS;4 CORNER LED STROBE LIGHTS;SPRAY-IN BEDLINER. AS PER CITY OF MOBILE BID #5950 AND YOUR QUOTE Additional Description Notes ----- 3/4 TON CHASSIS W/UTILITY BODY AS SPECIFIED: 2025 FORD F250 EXTENDED 3/4 TON UTILITY BODY (KNAPHIEDE 696) WITH PIPE RACKS;TOW PACKAGE;PLATFORM RUNNING BOARDS;4 CORNER LED STROBE LIGHTS;SPRAY-IN BEDLINER. AS REQUESTED BY 3035-FACILITIES MAINT.	1.00 EACH	61193.00000	61193.00
1	1000.45.20.3030.3035.3030.0000.0000.45040.			61193.00

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

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027077-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.45040. Review: Buyer: Status: Released	Page 2
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Vendor TRUCK EQUIPMENT SALES INC 4700 RANGELINE RD MOBILE, AL 36619 Tel#251-666-8606 Fax 251-666-8676	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/08/25	208560				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
Requisition Link			
Requisition Total			61193.00

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

Account	Amount	Remaining Budget
1000.45.20.3030.3035.3030.0000.0000.45040.		
	61193.00	508491.06
FACILITY MAINTENANCE EXP	MOTOR POOL BUDGET RATE	

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

Activity	Date	Clerk	Comment
Approved	07/09/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	07/09/25	SHONNDA SMITH	
Approved	07/09/25	CHERI BOUCHER	Auto approved by: 910518244
Queued	07/09/25	DONALD ROSE	Auto approved by: 910518244
Queued	07/09/25	SANDRA LEWIS	Auto approved by: 910518244
Queued	07/09/25	STEVEN KRONINGER	Auto approved by: 910518244
Queued	07/09/25	JOHNNIE HARRUB	Auto approved by: 910518244
Queued	07/09/25	SAMANTHA COOLEY	Auto approved by: 910518244
Queued	07/09/25	ANNE FOLEY	Auto approved by: 910518244
Queued	07/09/25	JOHN PAINE	Auto approved by: 910518244

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID #5950
3/4 TON EXTENDED CAB TRUCK WITH UTILITY BODY

	BUSTER MILES	TRUCK EQUIPMENT SALES	LONG LEWIS SHOALS
TRUCK WITH BODY NO LADDER RACK	\$59,568.87	\$58,843.00	\$57,600.50
			*Local vendor adjustment \$60,480.52
TRUCK WITH BODY AND LADDER RACK	\$61,209.87	\$61,193.00	\$58,999.50
			*Local vendor adjustment \$61,949.48

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

**Purchasing Department
and Package Delivery:**

This is Not an Order

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

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

Postal Service Does Not Deliver to This Street Address

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

Typed by: _____ 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:
05/19/2025	5950	Motor Pool	Broad Street

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

12:01 PM, Wednesday, June 4, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 2-8	¾ TON EXTENDED CAB TRUCK WITH UTILITY BODY Vendor to provide NEW chassis with Reading Model U98 Body WITH NO LADDER RACK, or equal, already mounted to chassis. Chassis Make _____ Model _____ Body Make _____ Model _____ Provide literature and specifications on product bid. State Warranty _____ Location of Installation _____					
	Appx 2-8 Vendor to provide NEW chassis with Reading Model U98 Body WITH LADDER RACK, or equal, already mounted to chassis. Chassis Make _____ Model _____ Body Make _____ Model _____ Provide literature and specifications on product bid. State Warranty _____ Location of Installation _____					
Page 1 of 2			TOTAL			

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

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 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. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. TO BE AWARDED ALL OR NONE					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

CHASSIS SPECIFICATIONS

	YES	NO
1. ¾ TON CHASSIS	☐	☐
2. EXTENDED CAB	☐	☐
3. GASOLINE ENGINE	☐	☐
4. POWER WINDOWS, MIRRORS, AND DOOR LOCKS	☐	☐
5. SINGLE REAR AXLE	☐	☐
6. ALL WEATHER TIRES	☐	☐
7. AIR CONDITIONING	☐	☐
8. VINYL SEATS	☐	☐
9. CHASSIS COLOR TO BE WHITE	☐	☐
10. TOWING PACKAGE	☐	☐
11. SPARE TIRE WITH CRANK DOWN STORAGE	☐	☐
12. CAB TO AXLE – 56 INCHES	☐	☐
13. FACTORY – MOUNTED STEPS OR RUNNING BOARD	☐	☐
14. TRAILER HITCH	☐	☐

BODY SPECIFICATIONS

The Following MINIMUM are for a utility body- to be installed on new CAB//CHASSIS with factory receiver hitch. Cab to axle measure is 56 inches. Utility body is 97.25 inches long x 76 inches wide.

YES NO

- | | |
|--|---|
| 1. Body Shell - The body shell is to be constructed of 14-gauge two-sided A40 Galvanneal steel. The compartment tops and backs are to be a one-piece seamless design. All doors, door openings, drip rails, and other exposed steel edges are to be hemmed for strength, safety, and resistance to corrosion. | <div style="display: inline-block; width: 40px; border-bottom: 1px solid black; margin-right: 10px;"></div> <div style="display: inline-block; width: 40px; border-bottom: 1px solid black;"></div> |
| 2. Floor - The floor plate is to be constructed of a <u>minimum</u> of 12-gauge treadplate with a 13/8" return flange on each side. The side compartment back panel should overlap and interlock with the floor flange, providing support for the weight of the side compartment. | <div style="display: inline-block; width: 40px; border-bottom: 1px solid black; margin-right: 10px;"></div> <div style="display: inline-block; width: 40px; border-bottom: 1px solid black;"></div> |
| 3. Understructure - Cross sills are to be constructed from 11-gauge steel with 50,000 psi minimum yield strength. | <div style="display: inline-block; width: 40px; border-bottom: 1px solid black; margin-right: 10px;"></div> <div style="display: inline-block; width: 40px; border-bottom: 1px solid black;"></div> |
| 4. Tailgate - The tailgate is to be constructed of 14-gauge two-sided A40 Galvanneal steel. The tailgate is to be a <u>minimum</u> of 12" high and be a slammable style. | <div style="display: inline-block; width: 40px; border-bottom: 1px solid black; margin-right: 10px;"></div> <div style="display: inline-block; width: 40px; border-bottom: 1px solid black;"></div> |
| 5. Doors - The doors are to be constructed of 20-gauge two-sided A40 Galvanneal steel. The doors are to be double paneled with hat section reinforcements. | <div style="display: inline-block; width: 40px; border-bottom: 1px solid black; margin-right: 10px;"></div> <div style="display: inline-block; width: 40px; border-bottom: 1px solid black;"></div> |
| 6. Hinges - Corrosion resistant all stainless steel continuous hinges are to be installed to provide full length support for the doors and pry-proof security with a built-in weather shield. Hinges are to be spot welded to the door frames and must be supported with a six-year warranty. | <div style="display: inline-block; width: 40px; border-bottom: 1px solid black; margin-right: 10px;"></div> <div style="display: inline-block; width: 40px; border-bottom: 1px solid black;"></div> |
| 7. Rotary Latches - Zinc plated corrosion resistant rotary latches are riveted to the doors with non-corrosive aluminum rivets incorporating stainless steel mandrels. The rotary latches are to be slam-latchable. The latching cam is to be elongated to allow the latch to move vertically relative to the lock strike to prevent torsional damage. | <div style="display: inline-block; width: 40px; border-bottom: 1px solid black; margin-right: 10px;"></div> <div style="display: inline-block; width: 40px; border-bottom: 1px solid black;"></div> |
| 8. Door Strikers - Adjustable strikers are to be affixed to the door frames with screws. (Welded-on door strikers are not acceptable.) | <div style="display: inline-block; width: 40px; border-bottom: 1px solid black; margin-right: 10px;"></div> <div style="display: inline-block; width: 40px; border-bottom: 1px solid black;"></div> |
| 9. Door Seals - Automotive "bulb type" neoprene door seals are to be installed by the manufacturer of the body on all door frames. | <div style="display: inline-block; width: 40px; border-bottom: 1px solid black; margin-right: 10px;"></div> <div style="display: inline-block; width: 40px; border-bottom: 1px solid black;"></div> |
| 10. Door Retainers - Double spring over center door retainers are to be installed on all vertical doors. Retainers need to hold doors in positive open or closed position. (Other types of retainers, like cables or chains, are not acceptable.) | <div style="display: inline-block; width: 40px; border-bottom: 1px solid black; margin-right: 10px;"></div> <div style="display: inline-block; width: 40px; border-bottom: 1px solid black;"></div> |

- | | | |
|--|-------|-------|
| 11. Shelving - Shelves are to be constructed of 18-gauge bright spangled galvanized steel. All shelves are to have hemmed dividers on 4" centers. Shelves need to have a minimum capacity rating of 250 lbs. | _____ | _____ |
| 12. Shelving - 2 adjustable shelves with dividers street and curbside front vertical
1 adjustable shelf with dividers street and curbside rear vertical
1 adjustable shelf curbside horizontal. | _____ | _____ |
| 13. Exterior Prime Paint - The body is to be completely immersed in electro deposition gray epoxy prime paint featuring a zinc phosphate pre coat and seal for additional corrosion protection. Prime paint is to be oven cured to provide a hard, durable finish. | _____ | _____ |
| 14. Interior Paint - Interior paint is to be a mid-gloss, mar resistant, light gray finish. | _____ | _____ |
| 15. Final Paint - Factory painted white inside of compartments and exterior of body. | _____ | _____ |
| 16. Undercoating - The body is to be completely undercoated by the body manufacturer using a water base acrylic. | _____ | _____ |
| 17. Installation - The manufacturer of the body is to supply a recommended installation process along with detailed installation instructions that conform to all applicable Federal Motor Vehicle Safety Standards. Rear body-to-chassis mounting brackets need to incorporate bumper support as well as provide FMVSS 301 protection. Furthermore, the manufacturer of the body is to supply an owner manual describing the proper care and maintenance of the body for the user. | _____ | _____ |
| 18. Warranty - The following items are to be covered by a <u>minimum</u> six (6) year limited warranty to the first owner/user of record. | _____ | _____ |
| 19. No Rust-Thru Guarantee | _____ | _____ |
| 20. Continuous Door Hinges -Guaranteed not to fail to operate or come off product. | _____ | _____ |
| 21. Latches and Lock Cylinders -Guaranteed against failure. | _____ | _____ |
| 22. Shelves -Guaranteed not to fail in bending under a maximum 250 lb. rated load. | _____ | _____ |
| 23. Lighting - Lighting is to meet all FMVSS standards. The wiring harness is to be encased in a plastic loom and all wires are to be colored for ease of troubleshooting. The wire harness must have connectors that are compatible with Ford, GM, and Dodge chassis without splicing. The stop/tail/tum and backup lights are to be recessed in the rear of the body. The stop/tail/tum lights are to be clear-back style. The side marker lights are to be recessed in the body drip rail for protection. | _____ | _____ |
| 24. Interior Compartment - The rear compartments are to be illuminated from clear back style taillights. All Lighting compartments are to be illuminated with lights powered off taillight circuit. Manual toggle switches are required on each light. | _____ | _____ |

25. Lighting Wire - Wires must be retained by a fastening system. _____
26. Retention Interior Light Guard and Warning Lights - Light guards are to be installed by the body manufacturer to provide protection for recessed stop/tail/turn, backup lights, and warning lights. The wiring harness needs to be protected also. _____
27. Bumper - Drop step bumper with pintle recess cutout. _____
28. Ladder rack Kargo master pipe rack constructed of 2" steel tubing, powder coated with a load rating of 1700 lbs. Cross bars are 62 inches wide. _____
29. Bed liner Inside of body between compartments shall have a sprayed in bed liner applied. Spray in Bed liner shall be applied to the bottom of the open area as well as the sides up to the top of the compartments. Vendor shall also spray the tops of the compartments with the same Material as the sides and bottom of the center opening of the bottom. There shall be four (4) drain holes, one in each corner, each drain hole shall have an opening no less than 3/4" open area after body has been painted and sprayed with spray in liner to allow for the drainage of rain and wash water _____
30. There shall be four (4) drain holes, one in each corner, each drain hole shall have an opening no less than 3/4" open area after body has been painted and sprayed with spray in liner to allow for the drainage of rain and wash water. _____
31. Four corner warning lights - Four (4) corner LED lights with rear round or square light heads recessed into the rear of the utility body Whelen brand LED or Equal – all LED with 5-year warranty. Front four (4) Corner Warning Lights shall not be installed in headlight/turn signal/parking light fixture. Any vehicle delivered with the front four corner warning lights installed in the headlight/turn signal/parking light fixtures will be refused and only accepted once vendor replaces the light fixture with the new ones. _____
32. Chassis to be provided with crank down spare tire mount with tire. Vendor shall make sure that both items are accessible with the body bid by bidder. _____



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 15, 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 University of South Alabama for Paramedic-first-semester curriculum courses for three firefighters for USA 2025 summer semester.

Amount of Contract:

\$15,879.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250709 USA Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 15 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 University of South Alabama

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to University of South Alabama for Paramedic-first-semester curriculum courses for three firefighters for USA 2025 summer semester.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$15,879.00

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; intergovernmental agreement; professional academic services.

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>26656</u>	2025	(1510) FIRE ADMINISTRATION	PARAMEDIC FIRST-SEMESTER CURRICULUM COURSES FOR THREE FIREFIGHTERS FOR USA 2025 SUMMER SEMESTER (INTERGOVERNMENTAL PURCHASE, PROFESSIONAL ACADEMIC SERVICES)	\$15,879.00	(<u>281269</u>) <u>UNIVERSITY OF SOUTH ALABAMA</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026656-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 1
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400

 MOBILE, AL 36688-0001

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
06/30/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
001 TRAINING CLASS	1.00 EACH	4693.00000	4693.00

Additional Description Notes

Item #: 12252 TRAINING CLASS PARAMEDIC CLASS P1; Certification for Summer Semester 2025, June 4th - Aug 1st;
 Per Invoice 202530-19A
 CONTRACT ID J00200029
 REGISTRATION TUITION FOR JACOB LATTIE
 ID J00711335
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	4693.00
--	---------

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 TRAINING CLASS	1.00 EACH	600.00000	600.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026656-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 2
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	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
06/30/25	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Additional Description Notes Item #: 12252 TRAINING CLASS PARAMEDIC CLASS P1; Certification for Summer Semester 2025, June 4th - Aug 1st; Per Invoice 202530-19A CONTRACT ID J00200029 REGISTRATION FEES FOR JACOB LATTIE ID J00711335 Vendor Item Inventory Item/Loc 12252			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			600.00
	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	TRAINING CLASS	1.00 EACH	4693.00000	4693.00
	Additional Description Notes Item #: 12252 TRAINING CLASS PARAMEDIC CLASS P1; Certification for Summer			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026656-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 3
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG
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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
06/30/25	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	Semester 2025, June 4th - Aug 1st; Per Invoice 202530-19A CONTRACT ID J00200029 REGISTRATION TUITION FOR KEVIN MILLER ID J00654182 Vendor Item Inventory Item/Loc 12252			

1	1000.30.15.1510.1522.1510.0000.0000.45060.			4693.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

004	TRAINING CLASS	1.00 EACH	600.00000	600.00
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Additional Description Notes

Item #: 12252 TRAINING CLASS PARAMEDIC CLASS P1; Certification for Summer
 Semester 2025, June 4th - Aug 1st;
 Per Invoice 202530-19A
 CONTRACT ID J00200029

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026656-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 4
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400

 MOBILE, AL 36688-0001

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
06/30/25	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	REGISTRATION FEES FOR KEVIN MILLER ID J00654182 Vendor Item Inventory Item/Loc 12252			

1	1000.30.15.1510.1522.1510.0000.0000.45060.			600.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

005	TRAINING CLASS	1.00 EACH	4693.00000	4693.00
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Additional Description Notes

Item #: 12252 TRAINING CLASS PARAMEDIC CLASS P1; Certification for Summer
 Semester 2025, June 4th - Aug 1st;
 Per Invoice 202530-19A
 CONTRACT ID J00200029
 REGISTRATION TUITION FOR DAVIS THARP
 ID J00729885
 Vendor Item

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026656-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released
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Page 5

Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400
 MOBILE, AL 36688-0001

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
06/30/25	281269				FIRE ADMINISTRATION

LN Description / Account Inventory Item/Loc 12252	Qty	Unit Price	Net Price
1 1000.30.15.1510.1522.1510.0000.0000.45060.			4693.00

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 TRAINING CLASS	1.00 EACH	600.00000	600.00
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Additional Description Notes

Item #: 12252 TRAINING CLASS PARAMEDIC CLASS P1; Certification for Summer Semester 2025, June 4th - Aug 1st;
 Per Invoice 202530-19A
 CONTRACT ID J00200029
 REGISTRATION FEES FOR DAVIS THARP
 ID J00729885
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.		600.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026656-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 6
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400

 MOBILE, AL 36688-0001

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
06/30/25	281269				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 15879.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.45060.	15879.00	1304913.72
FIRE SUPPRESSION DIV EXP TRAINING		

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

Activity	Date	Clerk	Comment
Queued	06/30/25	DONALD ROSE	TO PUT ON THE AGENDA
Queued	06/30/25	SANDRA LEWIS	TO PUT ON THE AGENDA
Queued	06/30/25	STEVEN KRONINGER	TO PUT ON THE AGENDA
Queued	06/30/25	JOHNNIE HARRUB	TO PUT ON THE AGENDA
Queued	06/30/25	SAMANTHA COOLEY	TO PUT ON THE AGENDA
Queued	06/30/25	ANNE FOLEY	TO PUT ON THE AGENDA
Queued	06/30/25	JOHN PAINE	TO PUT ON THE AGENDA



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 15, 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 University of South Alabama for Paramedic-second - semester curriculum courses for four firefighters for USA 2025 summer semester.

Amount of Contract:

\$21,740.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250709 USA2 Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 15 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 University of South Alabama

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to University of South Alabama for Paramedic-second
-semester curriculum courses for four firefighters for USA 2025 summer semester.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$21,740.00

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; intergovernmental agreement; professional academic services.

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>26661</u>	2025	(1510) FIRE ADMINISTRATION	PARAMEDIC SECOND-SEMESTER CURRICULUM COURSES FOR FOUR FIREFIGHTERS FOR USA 2025 SUMMER SEMESTER (INTERGOVERNMENTAL PURCHASE, PROFESSIONAL ACADEMIC SERVICES)	\$21,740.00	(<u>281269</u>) <u>UNIVERSITY OF SOUTH ALABAMA</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026661-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 1
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	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
06/30/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
001 TRAINING CLASS	1.00 EACH	4835.00000	4835.00

Additional Description Notes

Item #: 12252 TRAINING CLASS PARAMEDIC CLASS P2; Certification for Summer Semester 2025, June 4th - Aug 1st;
 Per Invoice 202530-19AB
 CONTRACT ID J00200029
 REGISTRATION TUITION FOR JACOB JONES
 ID J00771985
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	4835.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

002 TRAINING CLASS	1.00 EACH	600.00000	600.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026661-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 2
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	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
06/30/25	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Additional Description Notes Item #: 12252 TRAINING CLASS PARAMEDIC CLASS P2; Certification for Summer Semester 2025, June 4th - Aug 1st; Per Invoice 202530-19AB CONTRACT ID J00200029 REGISTRATION FEES FOR JACOB JONES ID J00771985 Vendor Item Inventory Item/Loc 12252			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			600.00
	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	TRAINING CLASS	1.00 EACH	4835.00000	4835.00
	Additional Description Notes Item #: 12252 TRAINING CLASS PARAMEDIC CLASS P2; Certification for Summer			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026661-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 3
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG
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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
06/30/25	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	Semester 2025, June 4th - Aug 1st; Per Invoice 202530-19AB CONTRACT ID J00200029 REGISTRATION TUITION FOR CALEB KIEFER ID J00772218 Vendor Item Inventory Item/Loc 12252			4835.00

1 1000.30.15.1510.1522.1510.0000.0000.45060.

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 TRAINING CLASS	1.00 EACH	600.00000	600.00
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Additional Description Notes

Item #: 12252 TRAINING CLASS PARAMEDIC CLASS P2; Certification for Summer Semester 2025, June 4th - Aug 1st;
Per Invoice 202530-19AB
CONTRACT ID J00200029

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026661-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 4
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400

 MOBILE, AL 36688-0001

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
06/30/25	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	REGISTRATION FEES FOR CALEB KIEFER ID J00772218 Vendor Item Inventory Item/Loc 12252			

1	1000.30.15.1510.1522.1510.0000.0000.45060.			600.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

005	TRAINING CLASS	1.00 EACH	4835.00000	4835.00
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Additional Description Notes

Item #: 12252 TRAINING CLASS PARAMEDIC CLASS P2; Certification for Summer
 Semester 2025, June 4th - Aug 1st;
 Per Invoice 202530-19AB
 CONTRACT ID J00200029
 REGISTRATION TUITION FOR HUNTER NADER
 ID J00747309
 Vendor Item

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026661-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 5
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG
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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
06/30/25	281269				FIRE ADMINISTRATION

LN	Description / Account Inventory Item/Loc 12252	Qty	Unit Price	Net Price
1	1000.30.15.1510.1522.1510.0000.0000.45060.			4835.00

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 TRAINING CLASS	1.00 EACH	600.00000	600.00
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Additional Description Notes

Item #: 12252 TRAINING CLASS PARAMEDIC CLASS P2; Certification for Summer
 Semester 2025, June 4th - Aug 1st;
 Per Invoice 202530-19AB
 CONTRACT ID J00200029
 REGISTRATION FEES FOR HUNTER NADER
 ID J00747309
 Vendor Item
 Inventory Item/Loc 12252

1	1000.30.15.1510.1522.1510.0000.0000.45060.		600.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026661-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 6
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	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
06/30/25	281269				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			
007 TRAINING CLASS	1.00 EACH	4835.00000	4835.00
Additional Description Notes			
Item #: 12252 TRAINING CLASS PARAMEDIC CLASS P2; Certification for Summer Semester 2025, June 4th - Aug 1st; Per Invoice 202530-19AB CONTRACT ID J00200029 REGISTRATION TUITION FOR DAN YOUNG ID J00651470 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			4835.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026661-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 7
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	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
06/30/25	281269				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			
008 TRAINING CLASS	1.00 EACH	600.00000	600.00
Additional Description Notes			
Item #: 12252 TRAINING CLASS PARAMEDIC CLASS P2; Certification for Summer Semester 2025, June 4th - Aug 1st; Per Invoice 202530-19AB CONTRACT ID J00200029 REGISTRATION FEES FOR DAN YOUNG ID J00651470 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			600.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026661-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 8
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400

 MOBILE, AL 36688-0001

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
06/30/25	281269				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 21740.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.45060.	21740.00	1305323.72
FIRE SUPPRESSION DIV EXP TRAINING		

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

Activity	Date	Clerk	Comment
Queued	06/30/25	DONALD ROSE	TO GO ON THE AGENDA
Queued	06/30/25	SANDRA LEWIS	TO GO ON THE AGENDA
Queued	06/30/25	STEVEN KRONINGER	TO GO ON THE AGENDA
Queued	06/30/25	JOHNNIE HARRUB	TO GO ON THE AGENDA
Queued	06/30/25	SAMANTHA COOLEY	TO GO ON THE AGENDA
Queued	06/30/25	ANNE FOLEY	TO GO ON THE AGENDA
Queued	06/30/25	JOHN PAINE	TO GO ON THE AGENDA



CAPITAL CONTRACT SUMMARY SHEET

c#5428



AGENDA ITEM SUMMARY SHEET

Agenda of: July 15, 2025

Submitted by:

John Forrester, City Engineer

Sponsored by:

William Carroll, Councilmember

CJ Small, Councilmember

Benjamin Reynolds, Councilmember

Gina Gregory, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Approve contract with HCL Contracting, LLC for construction services.

Amount of Contract:

\$4,509,595.64

Funding Source

C1007

ATTACHMENTS:

1. 2025-3005-01 2024 PAYGO Resurfacing Commission District 1 (HCL Contracting, LLC)

REVIEWERS:

Jessica White

John Forrester

Brenda Rhodes

Cherlina Monteiro

James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2024 PAYGO Resurfacing Commission District 1 – MCR-2024-101
(D2,3,4 & 7); COM Project# 2025-3005-01

PROJECT #: C1007 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Street Resurfacing

CONTRACT AMOUNT: \$4,509,595.64

VENDOR NAME: HCL Contracting, LLC

VENDOR NUMBER: 290702

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 7/10/2025

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson

Council members William Carroll, C.J. Small, Ben Reynolds and Gina Gregory

WHEREAS, bids for street resurfacing for districts 2,3, 4 and 7 were received and opened on March 21, 2025.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from HCL Contracting, LLC., in the amount of \$4,509,595.64.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by HCL Contracting, 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: HCL Contracting, LLC.

Project Name: 2024 PAYGO Resurfacing Commission District 1 MCR-2024-101 (D2,3,4 & 7)

Project Number: 2025-3005-01

Amount: \$4,509,595.64

Adopted:

City Clerk



**2024 PAYGO RESURFACING
COMMISSION DISTRICT 1
MCR-2024-101**

PROJECT No. 2025-3005-01

BID DATE – MAY 21, 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
Project Addendums.....	Attachment F
Tax Exemption.....	Attachment G
2024 PAYGO Resurfacing	
Commission District 1 Map Book.....	Attachment H
1-Overall Map	
2-Project Limits	
3-Deficiency Tables and Maps	
4-ADA Ramp Locations; 2024-101	
5-Milling Schedule; 2024-101	
EXHIBIT A- Conception Street Road Bridge Approach Repairs	
EXHIBIT B- Panoramic Camera Specifications	
EXHIBIT C- Construction Details	

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 21st, 2025 and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No:	2025-3005-01
Project:	2024 PAYGO Resurfacing Commission District 1
Project Description:	Street Resurfacing and Related Work

Plans and contract documents may be inspected and obtained from **Sawgrass Consulting, LLC., 30673 Sgt EI Boots Thomas Dr., Spanish Fort, Alabama 36527** office upon payment of one hundred and five dollars (\$105.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on May 20, 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 14, 2025 at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project. A single individual cannot represent more than one contracting company.

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond \$10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **2024 PAYGO Resurfacing Commission District 1**, City of Mobile Project No. **2025-3005-01**, in the City of Mobile, Alabama".

- 1) **PLEASE PUBLISH IN THE ISSUES April 23rd, April 30th, May 7th 2025.**

ITEM II

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

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

6. OWNER:

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

7. GUARANTY AND INSURANCE:

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

8. BONDS AND INSURANCE:

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

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **2024 PAYGO Resurfacing Commission District 1**, City of Mobile Project No. **2025-3005-01**, 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 5/21/25

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

Project Name: 2024 PAYGO Resurfacing Commission District 1

Project No: 2025-3005-01

Project Description: Street resurfacing and related work

Major work items include: Resurfacing

The Bidder further agrees to construct the improvements in **180** working days.

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

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

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

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to Sawgrass Consulting LLC., 30673 Sgt. E.I. "Boots" Thomas Drive, Spanish Fort, AL 36527. In order to receive consideration, the request must be received before 12:00 p.m. on May 13, 2025. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

**Project No. 2024-3005-08
2024 PAYGO City of Mobile**

BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201-A	1	ACRE	CLEARING AND GRUBBING (SELECT)	ONE THOUSAND SIX HUNDRED DOLLARS AND NO CENTS	\$ 1,600.00	\$ 1,600.00
206-C1	2,406	SY	REMOVAL CONCRETE SIDEWALK (INCL SAW CUTTING ALL DEPTHS)	TEN DOLLARS AND SIXTY FIVE CENTS	\$ 10.65	\$ 25,645.20
206-C2	516	SY	REMOVAL CONCRETE DRIVEWAY (INCL SAW CUTTING ALL DEPTHS)	TWENTY DOLLARS AND TWENTY THREE CENTS	\$ 20.23	\$ 10,438.68
206-C3	236	SY	REMOVAL OF CONCRETE ROAD PANELS (INCL SAW CUTTING ALL DEPTHS)	SEVENTEEN DOLLARS AND FOUR CENTS	\$ 17.04	\$ 4,021.44
206-C4	55	SY	REMOVAL OF CONCRETE BRIDGE APPROACH SLAB	TWENTY SIX DOLLARS AND SIXTY TWO CENTS	\$ 26.62	\$ 1,464.10
206-C5	5	SY	REMOVE CONCRETE SLOPE PAVING	TWENTY SIX DOLLARS AND SIXTY TWO CENTS	\$ 26.62	\$ 665.50
206-C6	5	SY	REMOVAL ASPHALT PAVING	TWELVE DOLLARS AND SEVENTY EIGHT CENTS	\$ 12.78	\$ 6,543.36
206-C1	1,030	LF	REMOVING CONCRETE VALLEY GUTTER (INCL SAW CUTTING ALL DEPTHS)	FOURTEEN DOLLARS AND NINETY ONE CENTS	\$ 14.91	\$ 15,357.30
206-C2	3,775	LF	REMOVING CURB AND GUTTER (INCL SAW CUTTING)	TWELVE DOLLARS AND SEVENTY EIGHT CENTS	\$ 12.78	\$ 48,244.50
206-D3	670	LF	REMOVING CURB (INCL SAW CUTTING)	NINETEEN DOLLARS AND SEVENTEEN CENTS	\$ 19.17	\$ 12,843.90
206-D4	22	LF	PIPE REMOVAL, ALL SIZES	ONE HUNDRED SEVENTY DOLLARS AND THIRTY NINE CENTS	\$ 170.39	\$ 3,748.58
206-D5	120	LF	REMOVAL OF STEEL GUARDRAIL	THREE DOLLARS AND NINETEEN CENTS	\$ 3.19	\$ 382.80
206-E1	33	EA	REMOVING INLET LID-PARTIAL (ALL TYPES)	FIVE HUNDRED TWENTY ONE DOLLARS AND EIGHTY TWO CENTS	\$ 521.62	\$ 17,220.06
206-E2	6	EA	REMOVING INLET (TOTAL STRUCTURE)	SEVEN HUNDRED FORTY FIVE DOLLARS AND FORTY FIVE CENTS	\$ 745.45	\$ 4,472.70
206-E5	51	EA	REMOVE CONCRETE INLET THROATS	FOUR HUNDRED EIGHTY NINE DOLLARS AND EIGHTY SEVEN CENTS	\$ 489.87	\$ 24,983.37
206-E6	4	EA	REMOVE GUARD RAIL END TREATMENT	THREE HUNDRED NINETEEN DOLLARS AND FORTY EIGHT CENTS	\$ 319.48	\$ 1,277.92
209-A2	10	EA	MAILBOX RESET (STANDARD)	FIVE HUNDRED THIRTY TWO DOLLARS AND FORTY SEVEN CENTS	\$ 532.47	\$ 5,324.70
210-A	2,763	CY	UNCLASSIFIED EXCAVATION (TRUCK BED MEASURE)	NINETEEN DOLLARS AND TWENTY THREE CENTS	\$ 19.23	\$ 53,132.49
210-D	1,250	CY	BORROW EXCAVATION (TRUCK BED MEASURE)	SIXTEEN DOLLARS AND EIGHTY FIVE CENTS	\$ 16.85	\$ 21,062.50
214-A	150	CY	STRUCTURE EXCAVATION	SIXTY THREE DOLLARS AND NINETY CENTS	\$ 63.90	\$ 9,585.00
214-B	50	CY	FOUNDATION BACKFILL, COMMERCIAL	SIXTY THREE DOLLARS AND NINETY CENTS	\$ 63.90	\$ 3,195.00
260-A	18	CY	FLOWABLE FILL	FOUR HUNDRED TWENTY FIVE DOLLARS AND NINETY SEVEN CENTS	\$ 425.97	\$ 7,667.46
301-A	995	SY	CRUSHED AGGREGATE BASE COURSE, TYPE B, 6" Thick	TWENTY SIX DOLLARS AND EIGHTY SIX CENTS	\$ 26.86	\$ 26,725.70
301-B	200	TON	CRUSHED AGGREGATE BASE COURSE, TYPE B, Thickness Varies	ONE HUNDRED ELEVEN DOLLARS AND EIGHTY TWO CENTS	\$ 111.82	\$ 22,364.00
305-B	140	TON	SELECTED MATERIALS, 57 STONE, FOR MISC. USE	ONE HUNDRED ELEVEN DOLLARS AND EIGHTY TWO CENTS	\$ 111.82	\$ 15,654.80
401-A1	178,600	SY	PLANING EXISTING PAVEMENT, 1"-2" Thick	NO DOLLARS AND THIRTY ONE CENTS	\$ 0.31	\$ 55,366.00
401-A2	36,150	SY	PLANING EXISTING PAVEMENT, 2.1"-3.5" Thick	NO DOLLARS AND THIRTY ONE CENTS	\$ 0.31	\$ 11,206.50
401-A3	3,780	SY	PLANING EXISTING PAVEMENT FOR DRIVEWAYS (TURNOUTS)	FIVE DOLLARS AND TWENTY SIX CENTS	\$ 5.26	\$ 19,882.80
429-A1	14,500	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX 165 LB/SY, (INCL TACK COAT)	ONE HUNDRED SEVEN DOLLARS AND FIFTY CENTS	\$ 107.50	\$ 1,558,750.00
429-A2	6,125	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 3/4" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX 220 LB/SY, (INCL TACK COAT & CLEANING GUTTERS)	ONE HUNDRED FOUR DOLLARS AND THIRTY THREE CENTS	\$ 104.33	\$ 639,021.25
429-A3	450	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, WIDENING, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX 165LB/SY, (INCL TACK COAT FOR DRIVEWAYS OR TIE-INS)	ONE HUNDRED NINETY NINE DOLLARS AND NINETY FIVE CENTS	\$ 199.95	\$ 89,977.50
429-B1	1,591	TON	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, LEVELING, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B 90 LB/SY TO 220 LB/SY, (INCL TACK COAT)	NO DOLLARS AND ONE CENT	\$ 0.01	\$ 15.91
429-B2	250	TON	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, PATCHING, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B UP TO 165LB/SY, (INCL TACK COAT)	ONE HUNDRED THIRTY ONE DOLLARS AND NO CENTS	\$ 131.00	\$ 32,750.00
429-B3	150	TON	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, UPPER BINDER, 3/4" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX 220 LB/SY, (INCL TACK COAT)	ONE HUNDRED TWENTY SIX DOLLARS AND THIRTY FIVE CENTS	\$ 126.35	\$ 18,952.50
429-B3	150	TON	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, LOWER BINDER, 3/4" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX 220 LB/SY, (INCL TACK COAT)	ONE HUNDRED TWENTY TWO DOLLARS AND FOUR CENTS	\$ 122.04	\$ 18,306.00
450-B	56	SY	REINFORCED CONCRETE PAVEMENT, 6" THICK	NINETY SIX DOLLARS AND NINETY ONE CENTS	\$ 96.91	\$ 5,426.96
450-B2	55	SY	REINFORCED CONCRETE PAVEMENT, 9" THICK (Includes dowels and rebar and armour joint per details)	ONE HUNDRED FIFTY ONE DOLLARS AND TWENTY TWO CENTS	\$ 151.22	\$ 8,317.10
533-A	24	LF	15" STORM SEWER PIPE, RCP	FIFTY SIX DOLLARS AND THIRTEEN CENTS	\$ 56.13	\$ 1,347.12
54-B	1	EA	CLEANING EXISTING CATCH BASIN (VACTRON)	THREE HUNDRED NINETEEN DOLLARS AND FORTY EIGHT CENTS	\$ 319.48	\$ 3,194.80

534-E	200	LF	CLEANING EXISTING PIPE, LESS THAN 48" DIA (VACTRON, INCLUDES VIDEO)	FORTY SEVEN DOLLARS AND NINETY TWO CENTS	\$ 47.92	\$ 9,584.00
600-A	1	LS	MOBILIZATION	ONE HUNDRED THIRTY THREE THOUSAND FOUR HUNDRED THIRTY FIVE DOLLARS AND NO CENTS	\$ 133,435.00	\$ 133,435.00
608-A	530	SY	GEOGRID, TENSAR NX-750, INCL OVERLAP	SIX DOLLARS AND TWENTY SEVEN CENTS	\$ 6.27	\$ 3,323.10
608-A1	530	SY	GEOGRID, TENSAR NX-750G, INCL OVERLAP	SIX DOLLARS AND TWENTY SEVEN CENTS	\$ 6.27	\$ 3,323.10
608-A2	25	SY	SEPARATION FABRIC	ONE DOLLAR AND SEVENTY EIGHT CENTS	\$ 1.78	\$ 356.00
614-B	25	SY	CONCRETE SLOPE PAVING, 5" THICK	FOUR HUNDRED SEVENTY NINE DOLLARS AND TWENTY TWO CENTS	\$ 479.22	\$ 11,980.50
618-A1	1,735	SY	CONCRETE SIDEWALK, 4" THICK (INCL EXCAVATION)	SEVENTY FOUR DOLLARS AND FIFTY FIVE CENTS	\$ 74.55	\$ 129,344.25
618-A2	290	SY	CONCRETE SIDEWALK, 5" THICK (INCL EXCAVATION)	EIGHTY THREE DOLLARS AND SIX CENTS	\$ 83.06	\$ 24,087.40
618-B	516	SY	CONCRETE DRIVEWAY, 6" THICK (INCL EXCAVATION)	NINETY DOLLARS AND FIFTY TWO CENTS	\$ 90.52	\$ 46,708.32
618-D1	85	EA	HANDICAP RAMP, TYPE A	TWO THOUSAND TWENTY THREE DOLLARS AND THIRTY SEVEN CENTS	\$ 2,023.37	\$ 171,966.45
618-D2	1	EA	HANDICAP RAMP, TYPE B	FOUR THOUSAND FORTY SIX DOLLARS AND SEVENTY FOUR CENTS	\$ 4,046.74	\$ 4,046.74
618-D3	12	EA	HANDICAP RAMP, TYPE C	FOUR THOUSAND FORTY SIX DOLLARS AND SEVENTY FOUR CENTS	\$ 4,046.74	\$ 48,560.88
618-D4	10	EA	HANDICAP RAMP, TYPE D or D MODIFIED	TWO THOUSAND SIX HUNDRED SIXTY TWO DOLLARS AND THIRTY THREE CENTS	\$ 2,662.33	\$ 26,623.30
618-E	154	EA	TRUNCATED DOME INSERT, NEW CONSTRUCTION	ONE HUNDRED FIFTY NINE DOLLARS AND SEVENTY FOUR CENTS	\$ 159.74	\$ 24,599.96
619-A	3	EA	ROADWAY PIPE END TREATMENT, (30" VERTICAL)	ONE THOUSAND FIVE HUNDRED NINETY SEVEN DOLLARS AND FORTY CENTS	\$ 1,597.40	\$ 4,792.20
620-A	16	CY	MINOR STRUCTURE CONCRETE	NINE HUNDRED FIVE DOLLARS AND NINETEEN CENTS	\$ 905.19	\$ 14,483.04
621-C1	2	EA	INLET, TYPE CURB	FIVE THOUSAND THREE HUNDRED TWENTY FOUR DOLLARS AND SIXTY SIX CENTS	\$ 5,324.86	\$ 10,649.32
621-C3	2	EA	INLET, TYPE S (All Wings)	FIVE THOUSAND FIVE HUNDRED THIRTY SEVEN DOLLARS AND SIXTY FOUR CENTS	\$ 5,537.64	\$ 11,075.28
621-C4	28	EA	INLET, PARTIAL (TOP- RELACE IN-KIND)	TWO THOUSAND ONE HUNDRED TWENTY NINE DOLLARS AND EIGHTY SIX CENTS	\$ 2,129.86	\$ 59,636.08
621-C5	2	EA	INLET, PARTIAL (TOP - MODIFY to S-TYPE)	TWO THOUSAND FIVE HUNDRED FIFTY FIVE DOLLARS AND EIGHTY FOUR CENTS	\$ 2,555.84	\$ 5,111.68
621-C5	2	EA	INLET, PARTIAL (TOP - MODIFY to WEIR)	THREE THOUSAND EIGHT HUNDRED THIRTY THREE DOLLARS AND SEVENTY FIVE CENTS	\$ 3,633.75	\$ 7,667.50
621-C6	51	EA	INLET, PARTIAL (THROAT)	ONE THOUSAND SEVEN HUNDRED EIGHTY THREE DOLLARS AND SEVENTY SIX CENTS	\$ 1,783.76	\$ 90,971.76
621-N1	2	EA	REPAIR OF ROADWAY DRAIN (INLET REPAIR)	TWO THOUSAND NINE HUNDRED EIGHTY ONE DOLLARS AND EIGHTY ONE CENTS	\$ 2,981.81	\$ 5,963.62
621-N2	150	SF	PATCHING, Up to 2", (Euclid- Speedcrete Redline)	ONE HUNDRED THIRTY THREE DOLLARS AND TWELVE CENTS	\$ 133.12	\$ 19,968.00
623-A	1,030	LF	CONCRETE VALLEY GUTTER MATCH EXISTING	THIRTY NINE DOLLARS AND FORTY CENTS	\$ 39.40	\$ 40,582.00
623-B	670	LF	CONCRETE CURB (MATCH IN-KIND)	THIRTY NINE DOLLARS AND FORTY CENTS	\$ 39.40	\$ 26,398.00
623-C	3,677	LF	COMBINATION CURB AND GUTTER	THIRTY NINE DOLLARS AND FORTY CENTS	\$ 39.40	\$ 142,509.80
630-A	320	LF	STEEL BEAM GUARDRAIL, CL A TYPE 2	TWENTY SEVEN DOLLARS AND SIXTY NINE CENTS	\$ 27.69	\$ 8,860.80
630-C	4	EA	GUARDRAIL END ANCHOR, TYPE 20 (MASH)	THREE THOUSAND THREE HUNDRED ONE DOLLARS AND TWENTY NINE CENTS	\$ 3,301.29	\$ 13,205.16
630-C2	4	EA	TYPE 13 END ANCHOR (MASH)	FOUR THOUSAND TWO HUNDRED FIFTY NINE DOLLARS AND SEVENTY TWO CENTS	\$ 4,259.72	\$ 17,038.88
631-C	300	LF	STEEL GUARDRAIL RESET (INCL POST)	TWELVE DOLLARS AND SEVENTY EIGHT CENTS	\$ 12.78	\$ 3,834.00
650-A	400	CY	TOPSOIL, 4" THICK (TRUCK BED MEASURE)	FORTY TWO DOLLARS AND SIXTY CENTS	\$ 42.60	\$ 17,040.00
652-A	2.0	ACRE	SEEDING	ONE THOUSAND TWO HUNDRED SEVENTY SEVEN DOLLARS AND NINETY TWO CENTS	\$ 1,277.92	\$ 2,555.84
654-A	3,000	SY	SOLID SODDING (MATCH EXISTING)	SEVEN DOLLARS AND FORTY FIVE CENTS	\$ 7.45	\$ 22,350.00
656-A	2.0	ACRE	MULCHING	ONE THOUSAND FIVE HUNDRED NINETY SEVEN DOLLARS AND FORTY CENTS	\$ 1,597.40	\$ 3,194.80
665-E	1,000	SY	POLYETHYLENE	TWO DOLLARS AND THIRTEEN CENTS	\$ 2.13	\$ 2,130.00
665-J	800	LF	SILT FENCE	SIX DOLLARS AND THIRTY NINE CENTS	\$ 6.39	\$ 5,112.00
665-Q	200	LF	WATTLES	TWENTY SIX DOLLARS AND SIXTY TWO CENTS	\$ 26.62	\$ 5,324.00
674-A	200	LF	CONSTRUCTION SAFETY FENCE	SIX DOLLARS AND THIRTY NINE CENTS	\$ 6.39	\$ 1,278.00
690-A	2	EA	PROJECT SIGN (PORTABLE)	SEVEN HUNDRED NINETY EIGHT DOLLARS AND SEVENTY CENTS	\$ 798.70	\$ 1,597.40
701-A5	8.0	MILE	SOLID WHITE CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE (ALL WEATHER ELEMENT)	SIX THOUSAND ONE HUNDRED SEVENTY SIX DOLLARS AND SIXTY CENTS	\$ 6,176.60	\$ 49,412.80
701-A6	6.3	MILE	SOLID YELLOW CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE (ALL WEATHER ELEMENT)	SIX THOUSAND ONE HUNDRED SEVENTY SIX DOLLARS AND SIXTY CENTS	\$ 6,176.60	\$ 38,912.58
701-A6	4.5	MILE	BROKEN YELLOW CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE (ALL WEATHER ELEMENT)	TWO THOUSAND SEVEN HUNDRED SIXTY EIGHT DOLLARS AND EIGHTY TWO CENTS	\$ 2,768.82	\$ 12,459.66
701-A7	0.1	MILE	SOLID WHITE CLASS 2, TYPE W TRAFFIC STRIPE, 5" WIDE (ALL WEATHER ELEMENT)	EIGHTEEN THOUSAND SIX HUNDRED THIRTY SIX DOLLARS AND THIRTY CENTS	\$ 18,636.30	\$ 1,863.63
701-A8	0.1	MILE	SOLID YELLOW CLASS 2, TYPE W TRAFFIC STRIPE, 5" WIDE	EIGHTEEN THOUSAND SIX HUNDRED THIRTY SIX DOLLARS AND THIRTY CENTS	\$ 18,636.30	\$ 1,863.63
701-A9	500	LF	SOLID WHITE CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE, RADIUS RETURNS (ALL WEATHER ELEMENT)	FIVE DOLLARS AND EIGHTY SIX CENTS	\$ 5.88	\$ 2,930.00
701-B1	5.30	LF	DOTTED WHITE, CLASS 2, TYPE A, TRAFFIC STRIPE, 5" WIDE (ALL WEATHER ELEMENT)	FOUR DOLLARS AND TWENTY SIX CENTS	\$ 4.26	\$ 2,130.00
701-E1	15	MILE	SOLID/BROKEN TEMPORARY TRAFFIC STRIPE	TWO THOUSAND NINE HUNDRED EIGHTY ONE DOLLARS AND EIGHTY ONE CENTS	\$ 2,981.81	\$ 44,727.15
703-A	5650	SF	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A (INCL HC SPACES)	EIGHT DOLLARS AND FIFTY TWO CENTS	\$ 8.52	\$ 48,139.00
703-B	600	SF	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	EIGHT DOLLARS AND FIFTY TWO CENTS	\$ 8.52	\$ 5,112.00
703-D	1,000	SF	TEMPORARY TRAFFIC CONTROL MARKINGS	FIVE DOLLARS AND THIRTY TWO CENTS	\$ 5.32	\$ 5,320.00
705-A1	150	EA	PAVEMENT MARKERS, CLASS A, TYPE 2, BLUE	SIX DOLLARS AND THIRTY NINE CENTS	\$ 6.39	\$ 958.50

705-A2	600	EA	PAVEMENT MARKERS, CLASS A, TYPE 2A,(WHITE OR YELLOW)	SIX DOLLARS AND THIRTY NINE CENTS	\$ 6.39	\$ 3,834.00
705-A3	600	EA	PAVEMENT MARKERS, CLASS A, TYPE 2D, (YELLOW OR YELLOW/RED)	SIX DOLLARS AND THIRTY NINE CENTS	\$ 6.39	\$ 3,834.00
710-D	50	SF	HAZARD MARKER (INCL. SIGNPOST) (OM 4-1)	NINETY DOLLARS AND FIFTY TWO CENTS	\$ 90.62	\$ 4,526.00
729-D	5	EA	CURREX CAMERA SYSTEM (LOCATION VIRIGINA ST, COMPLETELY INSTALLED AND FULLY OPERATIONAL) AXIS - PANAORAMIC MODEL #M4318 PLVE W/ 36" OFFSET ALUM CAMERA MOUNT; 360 DEGREE VIEW	THIRTY THOUSAND FOUR HUNDRED SIXTY DOLLARS AND NO CENTS	\$ 30,460.00	\$ 152,300.00
730-H	4,000	LF	LOOP WIRE	SIX DOLLARS AND TWENTY SEVEN CENTS	\$ 6.27	\$ 25,080.00
740-A	1	LS	TRAFFIC CONTROL (COUNTY WIDE)	NINETEEN THOUSAND TWO HUNDRED DOLLARS AND NO CENTS	\$ 19,200.00	\$ 19,200.00
740-A	1	LS	TRAFFIC CONTROL (BRIDGE AT CONCEPTION STREET ROAD)	SIXTEEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS	\$ 16,500.00	\$ 16,500.00
745-A	300	HOURL	UNIFORMED POLICE OFFICER	FIFTY EIGHT DOLLARS AND FIFTY SEVEN CENTS	\$ 58.57	\$ 17,571.00
999-R	20	EA	RUBBER RINGS FOR MANHOLES	TWO HUNDRED SEVENTY FOUR DOLLARS AND NINETY FIVE CENTS	\$ 274.95	\$ 5,499.00
999-X	1	LS	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY ENGINEER	SIXTY THOUSAND DOLLARS AND NO CENTS	\$ 60,000.00	\$ 60,000.00
TOTAL AMOUNT				FOUR MILLION FIVE HUNDRED NINE THOUSAND FIVE HUNDRED NINETY FIVE DOLLARS AND SIXTY FOUR CENTS	\$	4,509,595.64

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 HCL CONTRACTING LLC
SIGNATURE [Signature]
DATE 8/21/25

BASE BID

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
201-A	CLEARING AND GRUBBING (SELECT)	1	ACRE		_____ DOLLARS _____ CENTS	
206-C1	REMOVAL CONCRETE SIDEWALK (INCL. SAW CUTTING ALL DEPTHS)	2,408	SY		_____ DOLLARS _____ CENTS	
206-C2	REMOVAL CONCRETE DRIVEWAY (INCL. SAW CUTTING ALL DEPTHS)	516	SY		_____ DOLLARS _____ CENTS	
206-C3	REMOVAL OF CONCRETE ROAD PANELS (INCL. SAW CUTTING ALL DEPTHS)	236	SY		_____ DOLLARS _____ CENTS	
206-C4	REMOVAL OF CONCRETE BRIDGE APPROACH SLAB	55	SY		_____ DOLLARS _____ CENTS	
206-C5	REMOVE CONCRETE SLOPE PAVING	25	SY		_____ DOLLARS _____ CENTS	
206-C6	REMOVAL ASPHALT PAVING	512	SY		_____ DOLLARS _____ CENTS	
206-D1	REMOVING CONCRETE VALLEY GUTTER (INCL. SAW CUTTING ALL DEPTHS)	1,030	LF		_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
206-D2	REMOVING CURB AND GUTTER (INCL. SAW CUTTING)	3,775	LF		_____ DOLLARS _____ CENTS	
206-D3	REMOVING CURB (INCL. SAW CUTTING)	670	LF		_____ DOLLARS _____ CENTS	
206-D4	PIPE REMOVAL, ALL SIZES	22	LF		_____ DOLLARS _____ CENTS	
206-D5	REMOVAL OF STEEL GUARDRAIL	120	LF		_____ DOLLARS _____ CENTS	
206-E1	REMOVING INLET LID-PARTIAL (ALL TYPES)	33	EA		_____ DOLLARS _____ CENTS	
206-E2	REMOVING INLET (TOTAL STRUCTURE)	6	EA		_____ DOLLARS _____ CENTS	
206-E5	REMOVE CONCRETE INLET THROATS	51	EA		_____ DOLLARS _____ CENTS	
206-E6	REMOVE GUARD RAIL END TREATMENT	4	EA		_____ DOLLARS _____ CENTS	
209-A2	MAILBOX RESET (STANDARD)	10	EA		_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
210-A	UNCLASSIFIED EXCAVATION (TRUCK BED MEASURE)	2,763	CY		_____ DOLLARS _____ CENTS	
210-D	BORROW EXCAVATION (TRUCK BED MEASURE)	927	CY		_____ DOLLARS _____ CENTS	
214-A	STRUCTURE EXCAVATION	150	CY		_____ DOLLARS _____ CENTS	
214-B	FOUNDATION BACKFILL, COMMERCIAL	50	CY		_____ DOLLARS _____ CENTS	
260-A	FLOWABLE FILL	18	CY		_____ DOLLARS _____ CENTS	
301-A	CRUSHED AGGREGATE BASE COURSE, TYPE B, 6" Thick	995	SY		_____ DOLLARS _____ CENTS	
301-B	CRUSHED AGGREGATE BASE COURSE, TYPE B, Thickness Varies	200	TON		_____ DOLLARS _____ CENTS	
305-B	SELECTED MATERIALS, 57 STONE, FOR MISC. USE	140	TON		_____ DOLLARS _____ CENTS	
408-A1	PLANING EXISTING PAVEMENT, 1"-2" Thick	153,600	SY		_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
408-A2	PLANING EXISTING PAVEMENT, 2.1"-3.5" Thick	36,150	SY		_____ DOLLARS _____ CENTS	
408-A3	PLANING EXISTING PAVEMENT FOR DRIVEWAYS (TURNOUTS)	3,780	SY		_____ DOLLARS _____ CENTS	
429-A1	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. APPROX. 165 LB/SY, (INCL. TACK COAT & CLEANING GUTTERS)	14,500	TON		_____ DOLLARS _____ CENTS	
429-A2	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 3/4" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. APPROX. 220 LB/SY, (INCL. TACK COAT & CLEANING GUTTERS)	6,125	TON		_____ DOLLARS _____ CENTS	
429-A3	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, <u>WIDENING</u> , 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. APPROX. 165LB/SY, (INCL. TACK COAT FOR DRIVEWAYS OR TIE-INS)	450	TON		_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
429-B1	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, <u>LEVELING</u> , 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. 90 LB/SY to 220 LB/SY, (INCL. TACK COAT)	1,591	TON		_____ DOLLARS _____ CENTS	
429-B2	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, <u>PATCHING</u> , 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. UP TO. 165LB/SY, (INCL. TACK COAT)	250	TON		_____ DOLLARS _____ CENTS	
429-B3	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, <u>UPPER BINDER</u> , 3/4" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX. 220 LB/SY, (INCL. TACK COAT)	150	TON		_____ DOLLARS _____ CENTS	
429-B3	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, <u>LOWER BINDER</u> , 3/4" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX. 220 LB/SY, (INCL. TACK COAT)	150	TON		_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
450-B	REINFORCED CONCRETE PAVEMENT, 6" THICK	56	SY		_____ DOLLARS _____ CENTS	
450-B2	REINFORCED CONCRETE PAVEMENT, 9" THICK (includes dowels and rebar and armour joint per details)	55	SY		_____ DOLLARS _____ CENTS	
533-A	15" STORM SEWER PIPE, RCP	24	LF		_____ DOLLARS _____ CENTS	
534-B	CLEANING EXISTING CATCH BASIN (VACTRON)	10	EA		_____ DOLLARS _____ CENTS	
534-E	CLEANING EXISTING PIPE, LESS THAN 48" DIA (VACTRON; INLCUDES VIDEO)	200	LF		_____ DOLLARS _____ CENTS	
600-A	MOBILIZATION	1	LS		_____ DOLLARS _____ CENTS	
608-A	GEOGRID, TENSAR NX-750, INCL OVERLAP	530	SY		_____ DOLLARS _____ CENTS	
608-A1	GEOGRID, TENSAR NX-750G, INCL OVERLAP	530	SY		_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
614-B	CONCRETE SLOPE PAVING, 5" THICK	25	SY		_____ DOLLARS _____ CENTS	
618-A1	CONCRETE SIDEWALK, 4" THICK (INCL. EXCAVATION)	735	SY		_____ DOLLARS _____ CENTS	
618-A2	CONCRETE SIDEWALK, 5" THICK (INCL. EXCAVATION)	290	SY		_____ DOLLARS _____ CENTS	
618-B	CONCRETE DRIVEWAY, 6" THICK (INCL. EXCAVATION)	516	SY		_____ DOLLARS _____ CENTS	
618-D1	HANDICAP RAMP, TYPE A	85	EA		_____ DOLLARS _____ CENTS	
618-D2	HANDICAP RAMP, TYPE B	1	EA		_____ DOLLARS _____ CENTS	
618-D3	HANDICAP RAMP, TYPE C	12	EA		_____ DOLLARS _____ CENTS	
618-D4	HANDICAP RAMP, TYPE D or D MODIFIED	10	EA		_____ DOLLARS _____ CENTS	
618-E	TRUNCATED DOME INSERT, NEW CONSTRUCTION	154	EA		_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
619-A	ROADWAY PIPE END TREATMENT, (30" VERTICAL)	3	EA		_____ DOLLARS _____ CENTS	
620-A	MINOR STRUCTURE CONCRETE	16	CY		_____ DOLLARS _____ CENTS	
621-C1	INLET, TYPE CURB	2	EA		_____ DOLLARS _____ CENTS	
621-C3	INLET, TYPE S (All Wings)	2	EA		_____ DOLLARS _____ CENTS	
621-C4	INLET, PARTIAL (TOP- RELACE IN-KIND)	28	EA		_____ DOLLARS _____ CENTS	
621-C5	INLET, PARTIAL (TOP - MODIFY to S-TYPE)	2	EA		_____ DOLLARS _____ CENTS	
621-C5	INLET, PARTIAL (TOP - MODIFY to WEIR)	2	EA		_____ DOLLARS _____ CENTS	
621-C6	INLET, PARTIAL (THROAT)	51	EA		_____ DOLLARS _____ CENTS	
621-N1	REPAIR OF ROADWAY DRAIN (INLET REPAIR)	2	EA		_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
621-N2	PATCHING, Up to 2", (Euclid- Speedcrete Redline)	150	SF		_____ DOLLARS _____ CENTS	
623-A	CONCRETE VALLEY GUTTER; MATCH EXISTING	1,030	LF		_____ DOLLARS _____ CENTS	
623-B	CONCRETE CURB (MATCH IN-KIND)	670	LF		_____ DOLLARS _____ CENTS	
623-C	COMBINATION CURB AND GUTTER	3,617	LF		_____ DOLLARS _____ CENTS	
630-A	STEEL BEAM GUARDRAIL, CL A TYPE 2	320	LF		_____ DOLLARS _____ CENTS	
630-C	GUARDRAIL END ANCHOR, TYPE 20 (MASH)	4	EA		_____ DOLLARS _____ CENTS	
630-C2	TYPE 13 END ANCHOR (MASH)	4	EA		_____ DOLLARS _____ CENTS	
631-C	STEEL GUARDRAIL RESET (INCL POST)	300	LF		_____ DOLLARS _____ CENTS	
650-A	TOPSOIL, 4" THICK (TRUCK BED MEASURE)	400	CY		_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
652-A	SEEDING	2.0	ACRE		_____ DOLLARS _____ CENTS	
654-A	SOLID SODDING (MATCH EXISTING)	3,000	SY		_____ DOLLARS _____ CENTS	
656-A	MULCHING	2.0	ACRE		_____ DOLLARS _____ CENTS	
665-E	POLYETHYLENE	1,000	SY		_____ DOLLARS _____ CENTS	
665-J	SILT FENCE	800	LF		_____ DOLLARS _____ CENTS	
665-Q	WATTLES	200	LF		_____ DOLLARS _____ CENTS	
674-A	CONSTRUCTION SAFETY FENCE	200	LF		_____ DOLLARS _____ CENTS	
690-A	PROJECT SIGN (PORTABLE)	2	EA		_____ DOLLARS _____ CENTS	
701-A5	SOLID WHITE CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE (ALL WEATHER ELEMENT)	8.0	MILE		_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
701-A6	SOLID YELLOW CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE (ALL WEATHER ELEMENT)	6.3	MILE		_____ DOLLARS _____ CENTS	
701-A6	BROKEN YELLOW CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE (ALL WEATHER ELEMENT)	4.5	MILE		_____ DOLLARS _____ CENTS	
701-A7	SOLID WHITE CLASS 2, TYPE W TRAFFIC STRIPE, 5" WIDE (ALL WEATHER ELEMENT)	0.1	MILE		_____ DOLLARS _____ CENTS	
701-A8	SOLID YELLOW CLASS 2, TYPE W TRAFFIC STRIPE, 5" WIDE	0.1	MILE		_____ DOLLARS _____ CENTS	
701-A9	SOLID WHITE CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE, RADIUS RETURNS (ALL WEATHER ELEMENT)	500	LF		_____ DOLLARS _____ CENTS	
701-B1	DOTTED WHITE, CLASS 2, TYPE A, TRAFFIC STRIPE, 5" WIDE (ALL WEATHER ELEMENT)	500	LF		_____ DOLLARS _____ CENTS	
701-E1	SOLID/BROKEN TEMPORARY TRAFFIC STRIPE	15	MILE		_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
703-A	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A (INCL HC SPACES)	5650	SF		_____ DOLLARS _____ CENTS	
703-B	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	600	SF		_____ DOLLARS _____ CENTS	
703-D	TEMPORARY TRAFFIC CONTROL MARKINGS	1,000	SF		_____ DOLLARS _____ CENTS	
705-A1	PAVEMENT MARKERS, CLASS A, TYPE 2, BLUE	150	EA		_____ DOLLARS _____ CENTS	
705-A2	PAVEMENT MARKERS, CLASS A, TYPE 2A, (WHITE OR YELLOW)	600	EA		_____ DOLLARS _____ CENTS	
705-A3	PAVEMENT MARKERS, CLASS A, TYPE 2D, (YELLOW OR YELLOW/RED)	600	EA		_____ DOLLARS _____ CENTS	
710-D	HAZARD MARKER (INCL. SIGNPOST) (OM 4-1)	50	SF		_____ DOLLARS _____ CENTS	
729-D	CURREX CAMERA SYSTEM (LOCATION VIRIGINA ST, COMPLETELY INSTALLED AND FULLY OPERATIONAL) AXIS - PANAORAMIC MODEL #M4318-PLVE W/ 36" OFFSET ALUM CAMERA MOUNT; 360 DEGREE VIEW	4	EA		_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
730-H	LOOP WIRE	4,000	LF		_____ DOLLARS _____ CENTS	
740-A	TRAFFIC CONTROL (COUNTY WIDE)	1	LS		_____ DOLLARS _____ CENTS	
740-A	TRAFFIC CONTROL (BRIDGE AT CONCEPTION STREET ROAD)	1	LS		_____ DOLLARS _____ CENTS	
745-A	UNIFORMED POLICE OFFICER	300	HOUR		_____ DOLLARS _____ CENTS	
999-R	RUBBER RINGS FOR MANHOLES	20	EA		_____ DOLLARS _____ CENTS	
999-X	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY ENGINEER	1	LS	\$60,000.00	<u>SIXTY THOUSAND</u> DOLLARS <u>ZERO</u> CENTS	
TOTAL BASE BID						

Base Bid

Total (All items listed in Proposal) \$ 4,509,595.64

Written in words FOUR MILLION FIVE HUNDRED AND NINE THOUSAND FIVE HUNDRED NINETY FIVE AND SIXTY FOUR CENTS ^{DOLLARS}

Number of working days to complete 180

Signature of Bidder [Signature]
(If a firm or individual)

Address of Bidder P.O. Box 1245
SENNES, AL 36575

By _____

Signature of Bidder _____
(If a Corporation)

By _____	Business Address _____
President	

Print	Business Address _____
Secretary	

Print	Business Address _____
Treasurer	

Print	

(Corporate Seal)

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

ATTEST: _____
Secretary

AL # 42026
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That HCL Contracting, LLC
(Name of Contractor)
PO Box 1245, Semmes, AL 36575
(Address)
as Principal, and Harco National Insurance Company
(Name of Surety)
One Newark Center, 20th Floor, Newark, NJ 07102
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is \$10,000) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for 2024 PAYGO Resurfacing Commission District 1, City of Mobile Project No. 2025-3005-01.

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 May 21, 2025 (Date)
HCL Contracting, LLC
(Contracting Firm)
Witness as to Principal By: (Signature) (SEAL)
Harco National Insurance Company (Name of Surety)

COUNTERSIGNED:

Alabama Resident Agent

Marsha Greene
(Marsha Greene, Attorney-In-Fact)
By Marsha Greene

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # _____

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MARSHA GREENE, DANELLE STOKES

Mobile, AL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December 2018

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents
on this 31st day of December, 2024



STATE OF NEW JERSEY
County of Essex

Kenneth Chanman
Executive Vice President Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2024, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley
a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 21, 2025

Irene Martins, Assistant Secretary

A02672

_____ 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 Four Million Five Hundred Nine Thousand Five Hundred Ninety Five & 64/100 Dollars (\$ 4,509,595.64) 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.

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.

(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.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this 8 day of JULY
20 25.

Individual Principals sign here

In the presence of:

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

(Corporate Name) HCL Contracting, LLC

BY: [Signature]

(Signature)
CHSEN R. SMITH

(Print)

ATTEST:

[Signature]

(Signature)
MARK M. HUTTO (Print)
ITS: Project Manager/Estimator

ITS: PRESIDENT

(Title)

Harco National Insurance Company
(Surety sign here) (Corporate name)

BY: [Signature]

(Signature)

John David Hutto, Jr.

(Print)

ITS: _____
Attorney-In-Fact
(Title)

ATTEST:

[Signature]

(Signature)
Kursten R. Hutto (Print)
ITS: Sec/Treas

Corporate Seal

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # 0817656

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JOHN DAVID HUTTO, JR.

Birmingham, AL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents
on this 31st day of December, 2024



STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook



Michael F. Zurcher

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2024, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

Irene Martins, Assistant Secretary

A00751

ITEM VI
PERFORMANCE BOND

Bond # 0817656

KNOW ALL MEN: That we HCL Contracting, LLC
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Harco National Insurance Company, One Newark Center, 20th Floor, Newark, NJ 07102

(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of Four Million Five Hundred Nine Thousand Five Hundred Ninety-Five & 64/100 dollars (\$4,509,595.64), 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 July 8, 2025 entered into a Contract with the Owner for 2024 PAYGO Resurfacing Commission District 1 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 8 day of JULY
2025.

In the presence of:

Individual Principals sign here

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

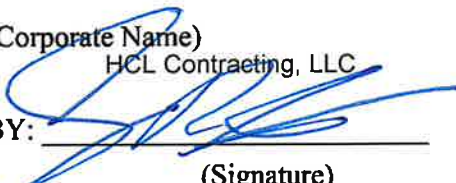
ATTEST:


_____(Signature)
Mark Hutto (Print)
ITS: Project Manager / Estimator
(Title)

(Corporate Name)

HCL Contracting, LLC

BY:


_____(Signature)
CHRISTOPHER R. SMITH
(Print)

ITS:

President
(Title)

(Surety sign here) (Corporate name)

Harco National Insurance Company

BY:


_____(Signature)
John David Hutto, Jr.

(Print)

ITS:

Attorney-In-Fact

(Title)

ATTEST:


_____(Signature)
Kursten R. Hutto (Print)

ITS: Sec/Treas
(Title)

Corporate Seal

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

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 Workers Compensation and Professional Liability Insurance, shall be endorsed to name City of Mobile as an Additional Insured.
- c. Primary Insurance - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
- d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
- e. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile. certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

- (a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.
- (b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.
- (c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to

- bidding as a prime contractor or doing any subcontract work for a prime contractor.
- (d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.
4. The successful bidder shall make every reasonable effort to have at least 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, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
 6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.
 7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.
 8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.
 9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.
 10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
 11. **The contractor shall provide maintenance for a period of one year from final payment for all work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as**

determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.
13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).
15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.
16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable sections of Items 104 and 107. There will be no compensation for this work.
17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.
18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary

adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation and all required materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until the project is complete and any other incidentals necessary to complete the job, shall be subsidiary of Item No. 600A, Mobilization. The contractor shall restore all existing traffic mechanisms to original condition.

OR

The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. [There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job shall be considered incidental to the project Item 740 Traffic Control. The Contractor shall restore existing traffic mechanisms to original condition. [OR] Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.]

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.
22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).
23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and

shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.
25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project. The Contractor shall provide a one-year warranty period from the time of final payment.
26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.
28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.
29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**
31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.
32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.
33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.
34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.
36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.
37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.
38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.
40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.
41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.
42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.
43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.
44. There shall be **NO** adjustment to fuel or asphalt index for this project.
45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.
46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.
47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

Any fines, penalties, or judgments assessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.
50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.
51. Workmen shall wear reflectorized vests, shirts or jackets.
52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.
53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.
54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.
56. On some streets, a “ski pole” will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.
57. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the

existing road surface.

58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.
59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.
60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.
61. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.
62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.
63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.
64. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.
65. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.
66. 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.
67. The contractor shall provide adequate light plant(s) for all milling and paving operations during night work. The Engineer and Owner shall request additional lighting to be provided if deemed inadequate. (No direct payment)
68. The contractor shall "NOT" perform milling or paving operations within "72 Hour" of a concrete pour, repair, or installation of a new feature that is adjacent to the paving surface.
69. The contractor shall "Hand Fill" paving patch between and adjacent to speed tables that are encountered during this project.

70. The contractor shall install manhole rubber rings for exposed manhole (tops) following milling operations if paving is not scheduled within 48 hours of milling the roadway. Rubber rings will be paid for "one time" under item 999-R, per each, and reused throughout the project.
71. VIDEO VEHICLE DETECTION SYSTEM The system must be compatible to the City of Mobile's current system. The system will a Type 1 Video Vehicle Detection that will provide presence or pulse detection of vehicles, bicycles, and pedestrians for Traffic Signal Controller inputs. Type 1B-camera (fisheye type) with independent video detection processor will be used. The work shall consist of providing all labor, materials, equipment, and incidentals necessary to furnish, install, and test the Video Vehicle Detection equipment, complete and ready for service. The Currux carried (Axis-Panoramic Model \$ M\$318-PLVE with 36" offset aluminum camera mount) meets these standards. Submittal must be made to the City of Mobile Traffic Department for final approval.

ITEM IX
ARTICLES OF AGREEMENT

**STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)**

(Executed in Quintuplicate)

(1) **THIS AGREEMENT** 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 **HCL Contracting LLC** (hereinafter "CONTRACTOR"), and shall be effective as of the date 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 1

Project No: 2025-3005-01

Project Description: Street Resurfacing and related work

Major work items include: Resurfacing

City of Mobile Project Number **2025-3005-01**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$ **4,509,595.64**) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof,

and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **SAWGRASS CONSULTING**.

AUTHORITY OF THE CITY ENGINEER:

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

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

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

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

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering

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

WAGE SCALE:

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

APPOINTMENT AND AUTHORITY OF INSPECTORS:

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

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

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

INSPECTION:

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

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

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

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

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

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

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

RESPONSIBILITY FOR ACCIDENTS:

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

WORK TO BE PROSECUTED AS DIRECTED:

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

GENERAL COMPLIANCE WITH LAWS:

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

SUSPENSION OF WORK:

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

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to ensure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact.

Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.

- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final payment.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

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

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is 2024 PAY- AS-YOU -GO. 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 Trimble Unity Connect (TUC) as its project management system. TUC is a secure data collection site: <https://app.e-builder.net>. Firms, including CONTRACTORS, shall use TUC as an essential component to project management with the City of Mobile.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

ATTEST:

BY: _____

CITY CLERK

(Print)

CITY OF MOBILE

BY: _____

ITS MAYOR

(Print)

WITNESSES:

(Print)

CONTRACTOR:

AN INDIVIDUAL

(Print)

CONTRACTOR: (IF CORPORATION)

HCL Contracting A LLC (Print)

BY: _____

ITS PRESIDENT

CASEY R. SMITH (Print)

ATTEST:

 _____

ITS SECRETARY

Mark A. Howell (Print)

6/25/25

DATE

Corporate Seal

STATE OF ALABAMA }

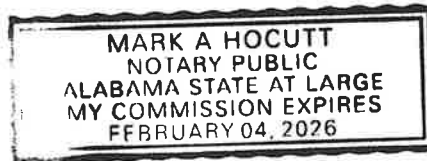
COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that CASEY R. SMITH, whose name is signed to the foregoing instrument in the capacity of PRESIDENT of HCL CONTRACTING LLC and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 25th day of JUNE, 2025.



NOTARY PUBLIC My Commission Expires:



ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

5. ITEM 429-A277 IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER PATCHING, 3/8" MAXIMUM AGGREGATE SIZE MIX. ESAL RANGE E (INCL. TACK COAT) (ALDOT Standard Specifications for Highway Construction, 2018 Edition):

429.A277.01

Description

This section shall consist of a hot bituminous plant mixed pavement layer placed on a prepared surface in accordance with the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction 2006 edition. General requirements for all bituminous concrete pavements in section 410 are applicable to this section. QC/QA from section 106 applies to this section as well. This section shall include the surface preparation and use of tack coat as found in section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.02

Materials

Materials shall conform to Section 410 and section 429.02 Materials of the 2006 ALDOT Standard Specifications for Highway Construction. Tack Coat Material shall conform to section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.03

Basis of Payment

Improved Bituminous Concrete Wearing Surface Layer, will be paid for at the contract unit price, including the placement of tack coat, bid in accordance with Article 410.09 Payments shall be made per ton of completed in place Bituminous Concrete Wearing Surface Layer, Patching as prescribed in the 2006 ALDOT Standard Specifications for Highway Construction.

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

618.D.01

Description

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

618.D.02

Materials

Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

618.D.03

Basis of Payment

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

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

618.E.1

Description

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

618.E.2

Materials

Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Colonial Red, Federal Color Number 20109, or approved equal, Truncated Domes shall be 24" wide x 48" in length and shall have a mechanism for anchoring insert into concrete that allows easy removal and replacement.

618.E.3

Basis of Payment

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

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

8. ITEM 623-B125 HAULING FROM CITY STOCK PILE AND INSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING):

623.B125.1

Description

This section shall include the work of hauling, cutting and installing of granite curb from City stock pile.

623.B125.2

Basis of Payment

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

9. ITEM 623-B126 REMOVAL AND REINSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING):

623.B126.1

Description

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

623.B126.2

Basis of Payment

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

10. 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.

11. 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.

12. ITEM 659-A EROSION CONTROL NETTING

Description

This pay item shall include the furnishing, laying, and maintaining an approved protective netting material over seeded, sprigged or sodded areas as directed by the Engineer. The Contractor may select North American Green S150 Erosion Control Blanket or an equivalent.

13. 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;

14. ITEM 690-B PORTABLE TOILETS - WEEKS:

690.B.01

Description

This pay item shall include all labor and maintenance necessary to provide, on the project site, portable toilets for the duration of the project. The Contractor, or his Subcontractors, shall provide for regularly scheduled maintenance and each unit shall be in good working order when work crews are present.

690.B.02

Basis of Payment

Payment will be based on the respective unit bid price for portable toilets, Item 690-B, complete-in- place, per toilet, per week, which shall be payment in full for furnishing the individual toilet units, for hauling, preparation, placing, and maintenance of the toilet units and for all labor, equipment, tools and incidentals necessary to complete this item.

15. ITEM 740-A. TRAFFIC CONTROL:

740 A.1

Description

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

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

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

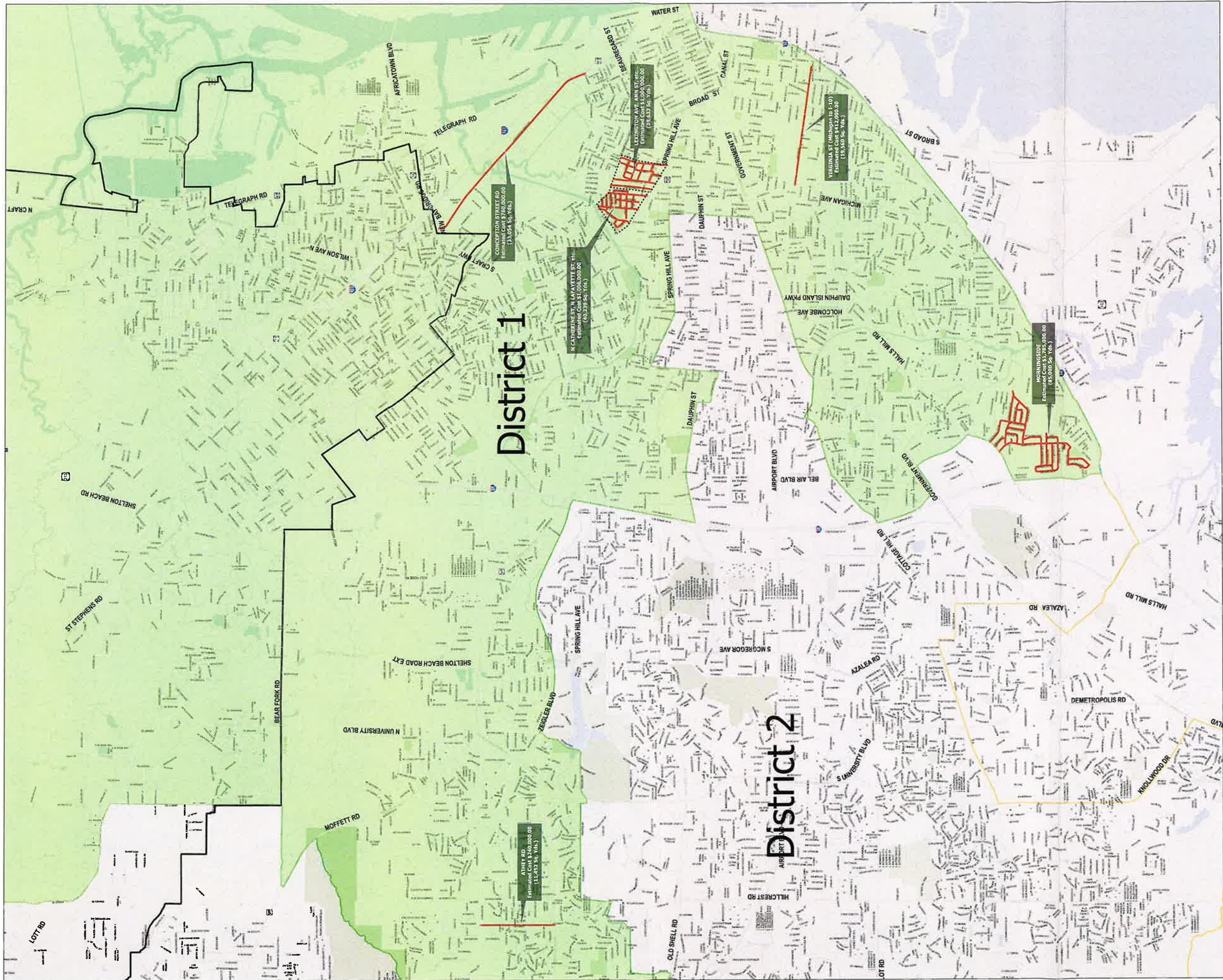
ATTACHMENT “A”

LOCATION

Legend

- RESURFACING PROJECT
- RECONSTRUCTION PROJECT
- City Limits
- MOBILE

2024 PAYGO
District 1
City of Mobile



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.



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):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	AUTO SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP 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) ☐ Y ☐ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Project Name:
Project Number: 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

CANCELLATION

City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



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: Danelle Stokes PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: dstokes@valentgroup.com
INSURED HCL Contracting, LLC HCL Striping, LLC PO Box 1245 Semmes AL 36575	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: Navigators Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10677 36056

COVERAGES

CERTIFICATE NUMBER: (25-26)

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 incl Railroads GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	EPP0742286	03/25/2025	03/25/2026	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 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	EBA0742286	03/25/2025	03/25/2026	PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 (Follow Form) \$ 5,000,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	EPP0742286	03/25/2025	03/25/2026	PER STATUTE ☒ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	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	under separate coi eff 1-1-25			
B	Excess Liability(follows umbrella liability policy above)	Y	Y	GA25EXCZ0KUCHIC	03/25/2025	03/25/2026	Each Event \$ 5,000,000 General Aggregate \$ 5,000,000 Prod-Comp Ops Aggr \$ 5,000,000

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

[Job #: 2025-3005-01 Job Type: 2024 PAYGO Resurfacing District 1]
City of Mobile is included as an additional insured in respect to general liability, automobile liability and umbrella liability as required by written contract. All policies, except workers compensation, shall be primary and non-contributory with any other insurance in force or which may be purchased by additional insured. Waiver of subrogation applies in favor of City of Mobile with respect to general liability, auto liability, umbrella liability. 30 day notice of cancellation, non-renewal or material change shall apply(except for 10 days for non-payment. Umbrella follows form.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile P.O. Box 1827 Mobile AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsha Rheme</i>
---	--

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AGENCY CUSTOMER ID: 00054597

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY Valent Group, LLC		NAMED INSURED HCL Contracting, LLC
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Pollution & Professional Liability

Contractors Pollution Liability- Occurrence
Issuing Company: GuideOne National Insurance Company
NAIC: 14167
Policy Number: ENV562009229-03
Policy Period: 3/25/2025 to 3/25/2026

Aggregate Limit: \$1,000,000
Each Pollution Condition Limit: \$1,000,000
\$10,000 deductible each pollution condition

Contractors Professional Liability-Claims Made
Issuing Company: GuideOne National Insurance Company
NAIC: 14167
Policy Number: ENV562009229-03
Policy Period: 3/25/2025 to 3/25/2026

Aggregate Limit: \$1,000,000
Each Wrongful Act Limit: \$1,000,000
\$10,000 deductible each claim



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/16/2025

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 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	FAX (A/C, No): 217-477-6772
INSURED HCL CONTRACTING LLC 8245 CRARY AVENUE SEMMES, AL 36575	E-MAIL ADDRESS: workersfirst@ccmsi.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: WorkersFirst CompFund	
	INSURER B: Midwest Employers Casualty Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

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)	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		Y	N/A	PQAL127200(EL)			

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

Project #2025-3005-01. Project: 2024 PAYGO Resurfacing District 1 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.

Excluded Officer(s): Casey Smith

CERTIFICATE HOLDER

CITY OF MOBILE
P.O. BOX 1827
MOBILE, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Linda Hudgins

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **1/1/2025 - 1/1/2026**

Insured
HCL CONTRACTING 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)

ATTACHMENT “C”

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# 2025-3005-01 Current Date 4 / 30 / 25

Project Description 2024 PAYGO RESURFACING-COMMISSION DISTRICT 1

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 10% goal due to the quantity of subcontractor supplied pay items included in the contract.

John Forrester

Requested By (Department Director)

(Signature)

251-208-7243

Telephone Number

City Engineer

(Title)

2/25/2025

(Date)

forresterj@cityofmobile.org

Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd

(Signature)

Small Business Development Manager

(Title)

5/9/2025

(Date)

Approved By (CAO)



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archimede.kidd@cityofmobile.org
251.208.7067

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: Archique.kidd@cityofmobile.org
251.208.7987
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	HCL CONTRACTING LLC
Address	P.O. Box 1245 Saraland 36575
Telephone	251-622-7171
E-Mail	MARKE@HCLCONTRACTINGLLC.COM

RFP/RFQ Solicitation Number	MCB-2024-101 / 2025-3005-01
Project Description	2024 PAYGO RESURFACING COMMISSIONS DISTRICT 1
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 80% Female 20% Minority 30% Non-minority 70% SDVO ☒
Total # of Employees	48

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Mark A. Hazzett Date: 5/21/25
Signature: [Signature]
Title: Project Manager / Estimator

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Mark A. Hazzett Title: Project Manager / Estimator
Email: MARKE@HCLCONTRACTINGLLC.COM Phone: 251-622-7171

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cdiyofmobile.org 251.208.7987

205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

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

Please Print Company HCL Consulting LLC Your Bid/Proposal Amount \$ \$ 4,509,595.64

S	Z1	ZS	Description	Precio	2024	Resultados	Contabilidad	Dist. 1
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Name of Bidder/Proposer: ITL CONCRETE LLC

I intend to use the following subcontractors: (Attach additional pages if necessary)

[illegible]



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: MA Phone: _____ Email: _____
Contact Person: _____

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: archetype.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

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

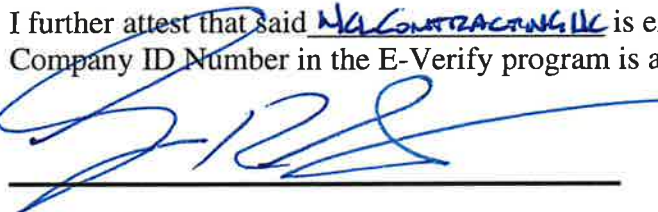
Before me, a Notary public, personally appeared CASEY R. SMITH (affiant) who, being duly sworn says as follows:

President/CEO of HCL CONTRACTING LLC.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as PRESIDENT for HCL CONTRACTING LLC that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

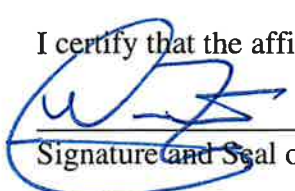
By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to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

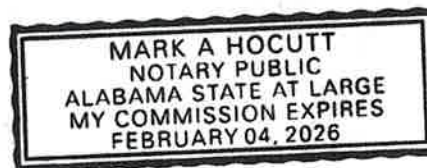
I further attest that said HCL CONTRACTING LLC is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 2105041.


CEO of HCL CONTRACTING LLC

Sworn to and subscribed before me this the 21ST day of MAY, 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



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. 2025-3005-01
2024 PAYGO Resurfacing Commission District 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. 2025-3005-01
2024 PAYGO Resurfacing Commission District 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.

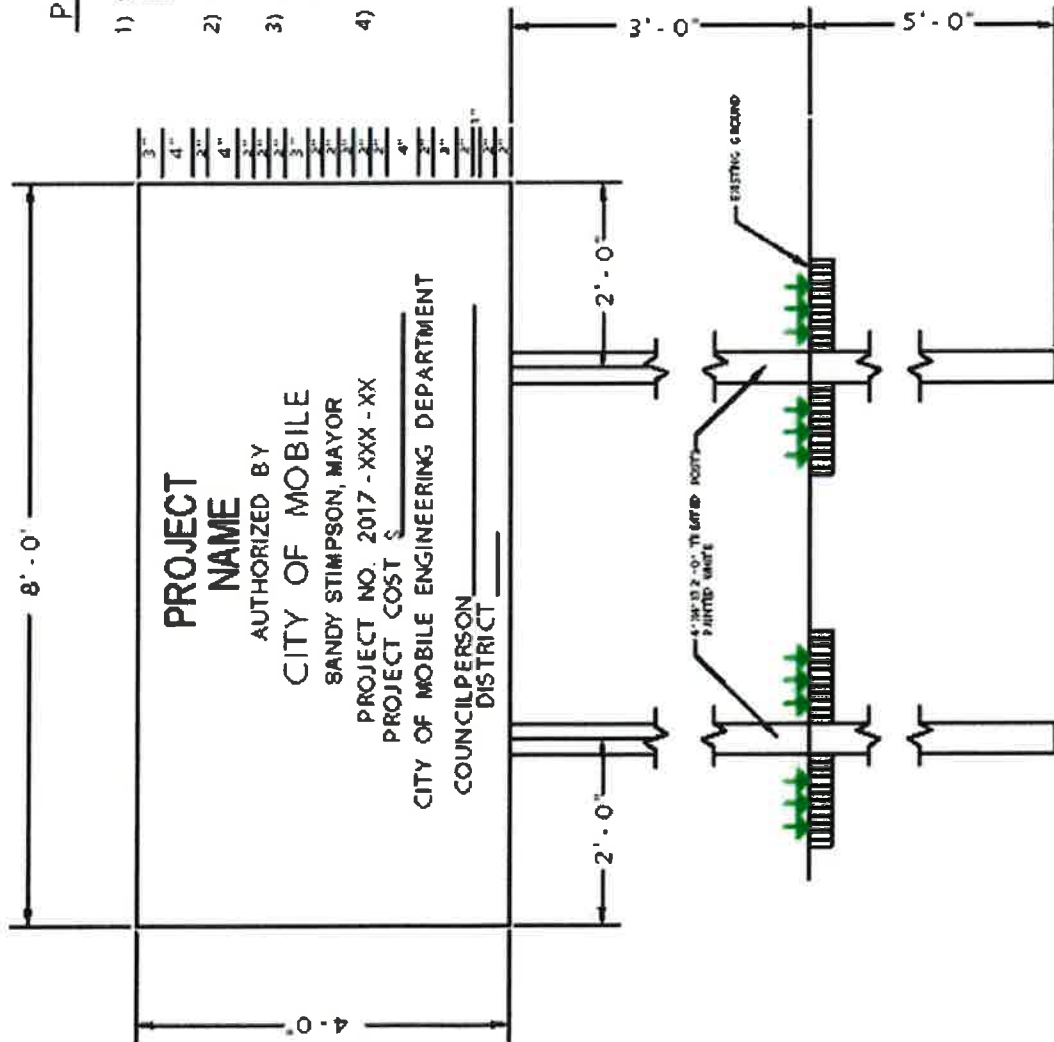
ATTACHMENT “E”

SIGN DETAILS

PROJECT SIGN DETAIL

- 1) Sign shall be constructed of 3/4" exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel.
- 2) Sign to be placed at location directed by the Engineer.
- 3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site.
- 4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign.

Note: This detail is provided as an example only. Text will be project specific.



ATTACHMENT “F”
PROJECT ADDENDUMS

ADDENDUM NO. 1

ADDENDUM NO. 1

2024 PAYGO Commission District 1

CITY OF MOBILE PROJECT NO. 2025-3005-01

BID DATE: May 21, 2025

ADDENDUM NO. 1

ISSUED: May 19, 2025

THE CONTRACT DOCUMENTS AND SPECIFICATIONS SHALL BE CHANGED AS FOLLOWS:

REMOVE & REPLACE: ITEM III -- PROPOSAL, Sheets 13,16,17 & 22-These sheets have the following quantity changes:

- 210-D BORROW EXCAVATION, QTY 1,250,CY
- 408-A1 PLANING EXISTING PAVEMENT, 1"-2" Thick, QTY 178,600,SY
- 608-A2 SEPARATION FABRIC (MIRIFI-160),QTY 200, SY (ADDED ITEM)
- 618-A1 CONCRETE SIDEWALK, 4" THICK (INCL. EXCAVATION) QTY 1,735,SY
- 729-D CURREX CAMERA SYSTEM (LOCATION VIRIGINA ST, COMPLETELY INSTALLED AND FULLY OPERATIONAL) AXIS - PANAORAMIC MODEL #M4318-PLVE W/ 36" OFFSET ALUM CAMERA MOUNT; 360 DEGREE VIEW, QTY 5, EA

THE MAP BOOK DOCUMENTS AND SPECIFICATIONS SHALL BE CHANGED AS FOLLOWS:

REMOVE: MILLING SCHEDULE, Sheets 1-3 in its entirety.

REPLACE: MILLING SCHEDULE, Sheets 1-3 that have been attached to this addendum.

****SEE REVISED EXCEL BIDDING ITEMS SPREADSHEET SENT VIA EMAIL****

We, as duly authorized representatives of He Construction LLC (Contractor), do hereby certify that we have reviewed this Addendum and that bid prices submitted herewith are inclusive of this Addendum.


Signature

5/20/25
Date

MARKEA HOLLY
Printed Name

***CONTRACTOR SHALL ATTACH ENTIRE EXECUTED ADDENDUM TO FRONT PAGE OF CONTRACT DOCUMENTS AND SPECIFICATIONS, IMMEDIATELY BEHIND COVER.**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
210-A	UNCLASSIFIED EXCAVATION (TRUCK BED MEASURE)	2,763	CY		_____ DOLLARS _____ CENTS	
210-D	BORROW EXCAVATION (TRUCK BED MEASURE)	1,250	CY		_____ DOLLARS _____ CENTS	
214-A	STRUCTURE EXCAVATION	150	CY		_____ DOLLARS _____ CENTS	
214-B	FOUNDATION BACKFILL, COMMERCIAL	50	CY		_____ DOLLARS _____ CENTS	
260-A	FLOWABLE FILL	18	CY		_____ DOLLARS _____ CENTS	
301-A	CRUSHED AGGREGATE BASE COURSE, TYPE B, 6" Thick	995	SY		_____ DOLLARS _____ CENTS	
301-B	CRUSHED AGGREGATE BASE COURSE, TYPE B, Thickness Varies	200	TON		_____ DOLLARS _____ CENTS	
305-B	SELECTED MATERIALS, 57 STONE, FOR MISC. USE	140	TON		_____ DOLLARS _____ CENTS	
408-A1	PLANING EXISTING PAVEMENT, 1"-2" Thick	178,600	SY		_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
614-B	CONCRETE SLOPE PAVING, 5" THICK	25	SY		_____ DOLLARS _____ CENTS	
618-A1	CONCRETE SIDEWALK, 4" THICK (INCL. EXCAVATION)	1,735	SY		_____ DOLLARS _____ CENTS	
618-A2	CONCRETE SIDEWALK, 5" THICK (INCL. EXCAVATION)	290	SY		_____ DOLLARS _____ CENTS	
618-B	CONCRETE DRIVEWAY, 6" THICK (INCL. EXCAVATION)	516	SY		_____ DOLLARS _____ CENTS	
618-D1	HANDICAP RAMP, TYPE A	85	EA		_____ DOLLARS _____ CENTS	
618-D2	HANDICAP RAMP, TYPE B	1	EA		_____ DOLLARS _____ CENTS	
618-D3	HANDICAP RAMP, TYPE C	12	EA		_____ DOLLARS _____ CENTS	
618-D4	HANDICAP RAMP, TYPE D or D MODIFIED	10	EA		_____ DOLLARS _____ CENTS	
618-E	TRUNCATED DOME INSERT, NEW CONSTRUCTION	154	EA		_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
703-A	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A (INCL HC SPACES)	5650	SF		_____ DOLLARS _____ CENTS	
703-B	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	600	SF		_____ DOLLARS _____ CENTS	
703-D	TEMPORARY TRAFFIC CONTROL MARKINGS	1,000	SF		_____ DOLLARS _____ CENTS	
705-A1	PAVEMENT MARKERS, CLASS A, TYPE 2, BLUE	150	EA		_____ DOLLARS _____ CENTS	
705-A2	PAVEMENT MARKERS, CLASS A, TYPE 2A, (WHITE OR YELLOW)	600	EA		_____ DOLLARS _____ CENTS	
705-A3	PAVEMENT MARKERS, CLASS A, TYPE 2D, (YELLOW OR YELLOW/RED)	600	EA		_____ DOLLARS _____ CENTS	
710-D	HAZARD MARKER (INCL. SIGNPOST) (OM 4-1)	50	SF		_____ DOLLARS _____ CENTS	
729-D	CURREX CAMERA SYSTEM (LOCATION VIRIGINA ST, COMPLETELY INSTALLED AND FULLY OPERATIONAL) AXIS - PANAORAMIC MODEL #M4318-PLVE W/ 36" OFFSET ALUM CAMERA MOUNT; 360 DEGREE VIEW	5	EA		_____ DOLLARS _____ CENTS	



2024 Pay As You Go Milling Schedule

(Ind cross overs/turnlanes)	LENGTH (LF)	WIDTH (LF)	FULL MILL		EDGE-MILL	OUTSIDE TIE INS (only)	DRIVEWAY TONNAGE	MAINLINE TONNAGE	ESTIMATED QUANTITY	
			(1.0"-2.0")	(2.1"-3.5")	(1.0"-2.0")				(1.0"-2.0")	(2.1"-3.5")
CONCEPTION ST. RD.										
*Marion St. to Culvert (220 lb/sy)	1070	28	X					374.5	3328.9	
*Culvert to W Highland St (220 lb/sy)	9926	24	X			360	40	3020.0	26470.0	
W Highland St to Bay Bridge Rd	910	30	X			200	22	341.3	3033.3	
ATHEY RD.										
Overlook Rd. to Zeigler Blvd	4000	26	X			720	62	993.8	11555.6	
N CATHERINE ST.										
St. Stephens Rd. to End	2362	24	X	radius				541.7	6298.7	
DUNBAR ST.										
Dunbar St. to St Stephens Rd	2016	22			X			425.0	3400.0	
BESTEDA ST.										
Dunbar St. to Barricades	77	22	X					16.2	188.2	
DELANEY ST.										
N Catherine St. to MLK	420	22	X					88.3	1026.7	
LINCOLN ST.										
Dunbar St. to MLK	850	22	X					178.7	2077.8	
JOHN H. CAMPBELL ST										
N Catherine St. to N Lafayette St	740	22	X					155.6	1808.9	
CHATAGUE AVE.										
N Catherine St. to N Lafayette St.	553	18	X					95.1	1106.0	
ROBBINS ST.										
Chatague Ave. to Congress St.	1235	23	X					271.4	3156.1	
DELUSSER ST.										
N Catherine St. to N Lafayette St.	725	24	X					166.3	1933.3	
BASIL ST. (W)										
End to N Lafayette St.	1208	22	X					253.9	2952.9	
ADAMS ST.										
N Catherine St. to N Lafayette St.	692	22	X					145.5	1691.6	
N LAFAYETTE ST.										
MLK to St. Stephens Rd.	2084	29		X				578.0		6715.0
WASHINGTON PLACE										
N Lafayette St. to N Lafayette St.	995	17		X				162.0		1879.0
LEXINGTON AVE.										
MLK to St. Stephens Rd.	2200	28	X					588.6	6844.4	
RYLAND ST.										
MLK to St. Stephens Rd.	2270	22	X					477.2	5548.9	
LYONS ST.										
End to N Ann ST	897	23	X					197.1	2292.3	
BASIL ST. (E)										
Ryland St. to N Ann ST	970	23	X					213.2	2478.9	
ADAMS ST.										
Ryland St. to N Ann ST	978	23	X					214.9	2499.3	
LOLA ST.										
Ryland St. to Cuba St.	613	22	X					128.9	1498.4	
CAMP ST.										
Cuba St. to N Ann ST	385	16.5	X					60.7	705.8	
PEACH ST.										
Basil St. to Lyons St.	403	22	X					84.7	985.1	
CUBA ST.										
Lola St. to Lyons St.	1337	22	X					281.1	3268.2	
MLK to Lyons St.	420	17	X					68.2	793.3	



2024 Pay As You Go Milling Schedule

(Ind cross overs/turnlanes)	LENGTH	WIDTH	FULL MILL		EDGE-MILL	OUTSIDE TIE-INS (only)	DRIVEWAY TONNAGE	MAINLINE TONNAGE	ESTIMATED QUANTITY	
	(LF)	(LF)	(1.0"-2.0")	(2.1"-3.5")	(1.0"-2.0")				(1.0"-2.0")	(2.1"-3.5")
NORMAN ST.										
St. Stephens Rd. to Lola St.	460	16	X					70.3	817.8	
N ANN ST.										
Springhill Ave to MLK	2385	25		X				570.0		6625.0
Calhoun ST.										
Congress St to Ann St	530	23	X					116.5	1354.4	
VIRGINIA ST.										
Michigan Ave. to S Warren St. (220 lb)	6,300	28		X		2500	285	2235.0		19600.0
S Warren St. to ALDOT (220 lb/sy)	280	42		X				150.0		1310.0
HARBOR DR. E.										
Atoll Dr. to Harrell Dr.	1,685	23	X					370.3	4306.1	
LEE DR.										
Atoll Dr. to Harbor Dr. E.	1,213	23	X					266.6	3099.9	
ATOLL DR.										
Harbor Dr. E. to Darwood Dr.	950	22	X					199.7	2322.2	
HARBOR DR. N.										
End to Darwood Dr.	275	22.5	X					59.1	687.5	
DARWOOD DR.										
Halls Mill Rd. to Atoll Dr.	4,106	22.5	X					882.8	10265.0	
CHESHIRE DR. S.										
Cheshire Dr. W. to Cheshire Dr. E.	1,313	22.5	X					282.3	3282.5	
CHESHIRE DR. W.										
Fernbrook Dr. to Cheshire DR. S.	1,376	22.5			X			295.8	3440.0	
CHESHIRE DR. E.										
Darwood Dr. to Eldorado Dr.	900	22.5	X					193.5	2250.0	
HOLLYBROOK DR.										
Cheshire Dr. W. to Darwood Dr.	1,435	22.5	X					308.5	3587.5	
FERNBROOK DR.										
Cheshire Dr. W. to Hollybrook Dr.	1,083	22			X			227.7	2647.3	
ELDORADO DR.										
Fernbrook Dr. to End	1,700	21.5	X					349.3	4061.1	
GREENBRIER DR. S.										
Fernbrook Dr. to Greenbrier Dr. E.	1,506	21.5	X					309.4	3597.7	
GREENBRIER DR. E.										
Greenbrier Dr. S. to Greenlawn Dr.	950	19.5	X					177.0	2058.3	
DARWOOD CT.										
Darwood Dr. to End	290	23	X					63.7	741.1	
GREENLAWN DR.										
Darwood Dr. to Morningside Dr.	3,000	22.5	X					645.0	7500.0	
MURWOOD CT.										
Darwood Dr. to Morningside Dr.	1,100	19.5	X					205.0	2383.3	
DEVONSHIRE DR.										
Morningside Dr. to Greenlawn Dr.	918	20	X					175.4	2040.0	
FLEETWOOD DR. E.										
Fleetwood Dr. N. to Greenlawn Dr.	1,363	21	X					273.5	3180.3	
GREENBRIER DR.										
Halls Mill Rd. to Morningside Dr.	740	25	X					176.8	2055.6	
FLEETWOOD DR. N.										
Halls Mill Rd. to Fleetwood Dr. E.	1,300	21	X					260.9	3033.3	
MORNINGSIDE DR.										



2024 Pay As You Go Milling Schedule

(Incl cross overs/turnlanes)	LENGTH (LF)	WIDTH (LF)	FULL MILL		EDGE-MILL (1.0"-2.0")	OUTSIDE TIE- INS (only)	DRIVEWAY TONNAGE	MAINLINE TONNAGE	ESTIMATED QUANTITY	
			(1.0"-2.0")	(2.1"-3.5")					(1.0"-2.0")	(2.1"-3.5")
Darwood Dr. to Navco Rd.	3,300	20	X					630.7	7333.3	
PINEWAY DR. N										
Forestwood Dr. E. to Greenlawn Dr.	1,200	22	X					252.3	2933.3	
PINEWAY DR. S										
Forestwood Dr. E. to N. Pineway Dr.	957	20	X					182.9	2126.7	
TOTAL	82951					3780	409.0	20051.8	178047.1	36129.0

Notes: 1. Contractor shall remove all sediment from gutter line/inlets during milling operations; subsidiary of 408-A

2. Tie Ins are reqd at new ADA ramps

3. Milling and paving can be conducted during night time hours. 8:00 pm - 6:00 am. Adequate light plants and Traffic Control shall be provided.

If the Contractor chooses this option. Pay Item 745-A, Uniformed Police Officer, is provided in the proposal for unit price bid.

* Level up to 1200 LF on the south culvert approach - 400 tons

** Level Roadway rutting prior to placement of 220 lb/sy rate

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: 5-21-25

Name of Project: 2024 PAYGO Resurfacing Commission District 1
Project Number: 2025-3005-01

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:

\$ 138,849.90

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

HCL CONTRACTING LLC

Mailing

Address

P.O. Box 1245 SEMMES, AL 36575

*By (Legal Signature)

*Name (type or print)

CASEN R. Smith

(Seal)

*Title

PRESIDENT

Telephone Number

251-635-6412

**ATTACHMENT “H”
MAP BOOK**



CAPITAL CONTRACT SUMMARY SHEET

C#5430



AGENDA ITEM SUMMARY SHEET

Agenda of: July 15, 2025

Submitted by:

John Forrester, City Engineer

Sponsored by:

William Carroll, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Approve contract with Southern Earth Sciences, Inc. for geotechnical testing services.

Amount of Contract:

\$50,700.00

Funding Source

C1026

ATTACHMENTS:

1. 2025-3005-19 Downtown Street Optimization Resurfacing and Restriping (Southern Earth Sciences, Inc.)

REVIEWERS:

Jessica White

John Forrester

Brenda Rhodes

Cherlina Monteiro

James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Downtown Street Optimization (Resurfacing & Restriping) (D2)

COM Project: 2024-3005-19

PROJECT #: C1026 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Geotechnical Testing Services

CONTRACT AMOUNT: \$50,700.00

VENDOR NAME: Southern Earth Sciences, Inc.

VENDOR NUMBER: 195545

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 7/9/2025

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman William Carroll

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 Southern Earth Sciences, Inc., for services related to testing and evaluating soils and materials in connection with the design and construction of the **Downtown Street Optimization (Resurfacing & Restriping) (Project No. 2025-3005-19)**, 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: Southern Earth Sciences, Inc.
Project Name: Downtown Street Optimization (Resurfacing & Restriping) (D2)
COM Project # 2025-3005-19
Cost: \$50,700.00

Adopted:

City Clerk

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 "CITY", and **Southern Earth Sciences, Inc.**, hereinafter called the "LABORATORY", WITNESSETH:

That 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** - An engineering company (**Volkert, Inc.**) employed by the CITY to perform professional engineering services for the Project.
- (d) **CONTRACT** - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.
- (e) **COUNCIL** - Mobile City Council

- (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 CITY, 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** - The construction and/or improvement of any public sidewalk, street, bridge, drainage facility included in the City of Mobile Improvement Project – **DOWNTOWN STREET OPTIMIZATION (RESURFACING & RESTRIPIING)**,
City of Mobile Project No. 2025-3005-19
- (j) **PROJECT CONTRACTOR** - The contractor employed by the CITY to construct the Project.
- (k) **PROJECT ENGINEER** - A registered professional engineer assigned by the PROJECT's CONSULTANT (**Volkert, Inc.**) to perform engineering services for the PROJECT.
- (l) **TECHNICIAN** - An authorized representative of the LABORATORY, assigned to make observations and tests of materials.
- (m) **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.
- (n) **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 labor, materials, equipment, transportation and all incidentals necessary to provide geotechnical engineering services and to test materials to be used in the construction of the PROJECT. The PROJECT and the source of funds therefore are listed in Exhibit "B" 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:

The LABORATORY shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed, educated, and qualified as to any duties assigned by, or the responsibility of, the LABORATORY. The parties agree that throughout the life of the contract that the LABORATORY shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the LABORATORY. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of LABORATORY'S technical staff, inspectors, observers, engineers or agents, all acts by the LABORATORY, or LABORATORY'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the LABORATORY. All engineering and testing services provided shall be performed under the direction of a qualified engineer registered in the State of Alabama.

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 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. OMIT

10. OMIT

11. OMIT

12. TESTING BASE COURSE (if necessary):

(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) (if necessary):

(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) SUB-GRADE - Prior to the PROJECT CONTRACTOR starting the first layer of Base Course, sub-grade compaction tests shall be taken at 500 foot intervals and at any other point specified by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER 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 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 sub-grade 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 (if necessary):

(a) BORINGS - Borings for bridge culverts and 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 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 (if necessary):

The LABORATORY's Geotechnical and Materials Engineer shall evaluate the results of the Soil Borings and Soil Mechanics Tests; make engineering analysis 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 analysis and engineering recommendations shall be performed in accordance with generally accepted engineering analysis, and recommendations will be prepared by a registered professional engineer. Payment for the geotechnical engineering service will be in accordance with Item 26.

16. TESTING ROADWAY AND SIDE DRAIN PIPE (if necessary):

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 or 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 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) 100 tons or less total requirements; conformity with ASTM C-33 (test per paragraphs 1, 2, 3, 4, & 8).

(b) Total requirements more than 100 tons; same as (a) except paragraphs 5 & 9 shall be added. 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 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 to 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:

Any language to the contrary in this Agreement notwithstanding, all payments to the LABORATORY for services shall be made only in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the LABORATORY for such work performed shall be compensated at the rates stated in the Fee Schedule which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

a) CONTRACT SERVICES

Construction Phase Services – A sum not to exceed **\$50,700.00 (Fifty Thousand Seven Hundred 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.

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. 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 Workers Compensation and Professional Liability Insurance, shall be endorsed to name City of Mobile as an Additional Insured.
- 3) Primary Insurance - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to provide that all such

insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

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

5) Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, 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.

32. 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 entities 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.

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.

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.

35. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net>. ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

Southern Earth Sciences, Inc.

By: William Lewis Copeland, Jr.
Print: William Lewis Copeland, Jr.
Its: President
Address: 6352 Piccadilly Sq Dr
Mobile AL 36609
Telephone: 251-445-4354

STATE OF ALABAMA
CITY OF MOBILE

I, _____, a Notary Public in and for said State and County, hereby certify that William Lewis Copeland Jr., whose name as President of Southern Earth Sciences, Inc. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 17th day of June, 2025.

Penny L. Boulton

NOTARY PUBLIC

My Commission Expires:

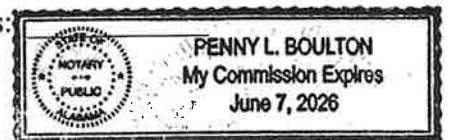


EXHIBIT 'A'
PROJECT LOCATION

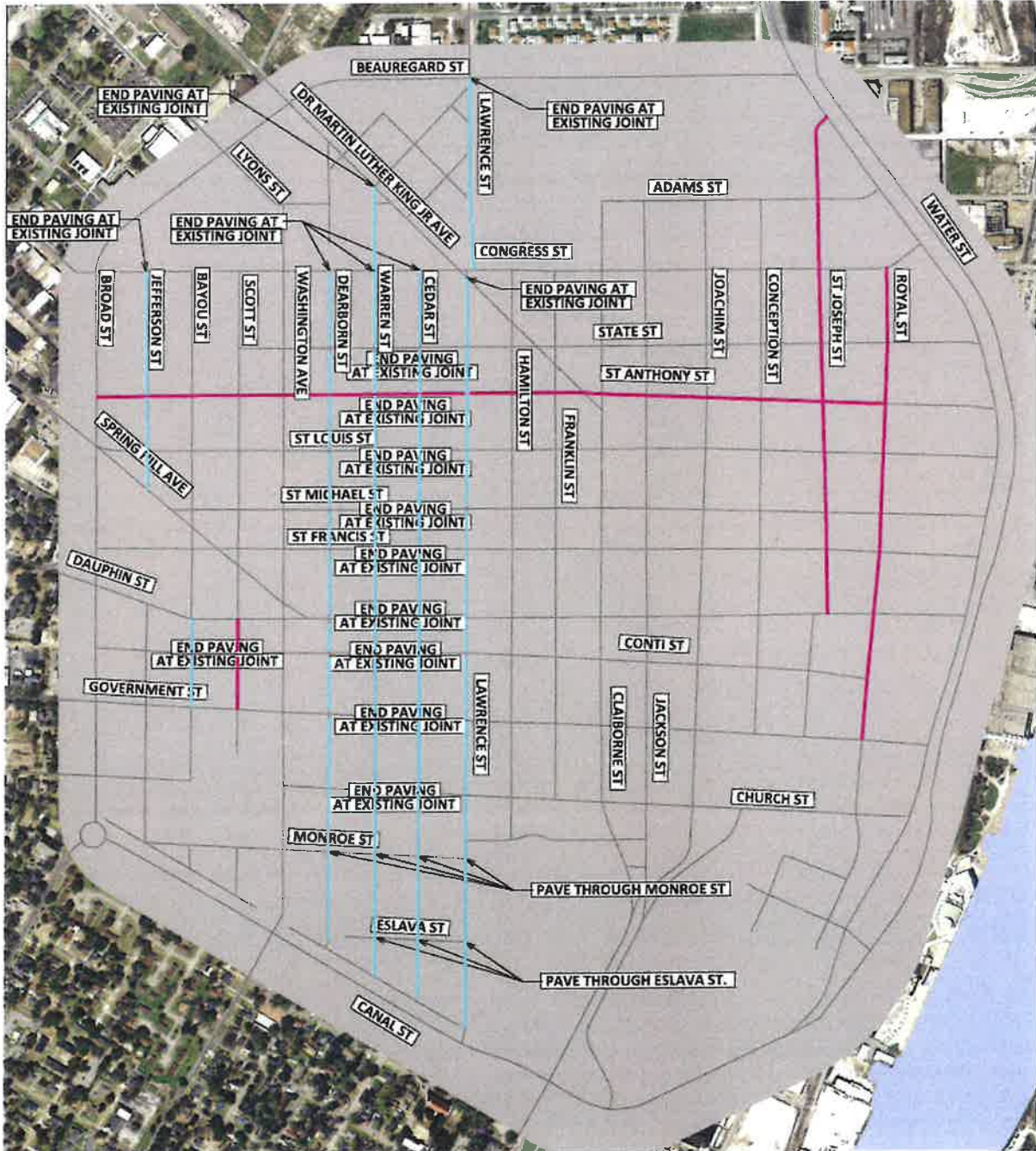


EXHIBIT 'B'

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 construction of the following project:

DOWNTOWN STREET OPTIMIZATION (RESURFACING & RESTRIPIING)

City of Mobile Project No. 2025-3005-19

Source of Funding: 2025 CIP

LABORATORY cost shall not exceed, unless otherwise approved: \$ 50,700.00 (Fifty Thousand Seven Hundred Dollars and Zero Cents)

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



2025 SCHEDULE OF GEOTECHNICAL, LABORATORY TESTING, AND CMT FEES

I. SUBSURFACE EXPLORATION SERVICES

Soil Test Borings (ASTM D1586)

Soil Test Borings using truck-mounted equipment with Standard Penetration Test intervals of five feet in soil. In areas not accessible to truck mounted drill, **add \$1.00 to the footage rates below.**

MOBILIZATION AND DEMOBILIZATION (within 50-mile radius)	\$1,000 lump sum
MOBILIZATION AND DEMOBILIZATION (over 50-mile radius)	\$1,000 + \$5.00/mile
0 to 50 feet	\$ 15.00/L.F.
50 to 75 feet	\$ 18.00/L.F.
75 to 100 feet	\$ 21.00/L.F.
100 to 150 feet	\$ 25.00/L.F.
From 150 feet	Special Quote
STANDARD PENETRATION TESTS (SPT) in addition to one every five feet	\$15.00/each
SHELBY TUBE SAMPLES (ASTM587)	\$100.00/each
CASING	\$10.00/L.F.
SET-UP PER LOCATION	\$150.00/each
EXCESSIVE MOVING (track rig)	\$450.00/hour
DRILLING DAY RATE	\$4,000.00/day
SOIL BORINGS USING MANUAL EQUIPMENT (tripod)	\$3,500.00/day
STANDPIPE PIEZOMETER (1.5 inch)	\$40.00/L.F.
BOREHOLE GROUTING (full depth bentonite/cement grout)	\$7.00/L.F.
BOREHOLE GROUTING (bentonite pellet to cave in depth)	\$200.00/each
STAND-BY	\$350.00/hour
LODGING AND SUBSISTENCE (three-man crew)	\$750.00/crew/day
SUCONTRACT UTILITY LOCATION SERVICES (GPR)	\$2,500.00/day
NQ ROCK CORING	Special Quote
MARINE SOIL TEST BORINGS (SES Barge or Sub Jack-Up Barge)	Special Quote
INSTRUMENTATION INSTALLATION (piezometers, inclinometers, etc.)	Special Quote

Cone Penetrometer Testing (CPT)

Cone Penetrometer Soundings using truck-mounted equipment. In areas not accessible to truck rigs, **add \$1.00 to the footage rates below.**

MOBILIZATION AND DEMOBILIZATION (within 50-mile radius)	\$1,000 lump sum
MOBILIZATION AND DEMOBILIZATION (over 50-mile radius)	\$1,000 + \$5.00/mile
CPTu SOUNDINGS per ASTM D5778	\$12.00/L.F.
CPTs SOUNDINGS (Shear Wave Velocity measurement 5 ft intervals)	\$25.00/L.F.
CASING	\$10.00/L.F.
SET-UP PER LOCATION	\$150.00/each
EXCESSIVE MOVING (track rig)	\$450.00/hour
CPT DAY RATE	\$4,500.00/day
CPT GROUTING (full depth bentonite/cement grout)	\$7.00/L.F.

SCHEDULE OF GEOTECHNICAL, LABORATORY TESTING, AND CMT FEES
Effective January 2025

CPT GROUTING (bentonite pellet to cave in depth)	\$100.00/each
STAND-BY (including dissipation testing)	\$450.00/hour
REPORTING (CPT Log Drafting and Transmittal)	\$50.00/each
LODGING AND SUBSISTENCE (two-man crew)	\$500.00/crew/day
SUBCONTRACT UTILITY LOCATION SERVICES (GPR)	\$2,500.00/day

Other Services

DOUBLE RING INFILTRMETER TEST (ASTM D3385 – at existing grade)	\$2,500.00/each
PLATE LOAD TEST (Modulus of Sub-Grade Reaction at existing grade)	\$3,500.00/each
EQUIPMENT RENTAL	Cost + 15%
SUBCONTRACT SERVICES	Cost + 15%

II. CONSTRUCTION MATERIALS TESTING FIELD TECHNICIAN SERVICES

Typical field technician services include on-site soil density testing, concrete testing (cylinders, slump, and air content), site inspections, meetings, and specimen transportation. **Time spent in portal-to-portal travel in the interest of the job will be charged in addition to time spent on the jobsite. Roundtrip mileage will be charged at \$0.80/mile.** There is a two (2) hour minimum charge. Review of test results by Engineer and Reporting (when not full-time monthly rate) will be billed at 10% of the costs below.

STANDARD RATE	\$70.00/hour
OVERTIME RATE	\$105.00/hour
IBC SPECIAL INSPECTIONS (including ICC and AWS visual welding)	110.00/hour
FULL-TIME DAILY RATE	\$675.00/day
FULL-TIME DAILY RATE w/ IBC Special Inspections	\$950.00/day
FULL-TIME MONTHLY RATE	\$13,500.00/month
HALF-TIME MONTHLY RATE	\$7,000.00/month
FULL-TIME MONTHLY RATE w/ IBC Special Inspections	\$17,500.00/month
HALF-TIME MONTHLY RATE w/ IBC Special Inspections	\$9,500.00/month

*Overtime rate applies for time exceeding eight (8) hours/day, or weekends and holidays.

*Monthly rates include engineering review, reporting and travel.

III. CONSTRUCTION MATERIALS TESTING LABORATORY SERVICES

Review of test results by Engineer and Reporting (when not full-time monthly rate) will be billed at 10% of the costs below.

STANDARD PROCTOR DENSITY (ASTM D698/AASHTO T-99)	\$130.00/each
MODIFIED PROCTOR DENSITY (ASTM D1557/AASHTO T180)	\$155.00/each
Aggregate Bases	Add \$250.00/each
Heavy Clay Soils	Add \$250.00/each
SOIL/BASE CLASSIFICATION	\$150.00/each
Aggregate Bases	Add \$175.00/each
CURING & TESTING CONCRETE CYLINDERS (SES made samples)	\$60.00/Set of 4
	\$75.00/Set of 5
	\$90.00/Set of 6

SCHEDULE OF GEOTECHNICAL, LABORATORY TESTING, AND CMT FEES
Effective January 2025

CURING & TESTING CONCRETE CYLINDERS (contractor made and delivered)	\$50.00/each
CURING & TESTING FLEXURAL BEAM SAMPLES	\$50.00/Each
CONCRETE CORE COMPRESSIVE STRENGTH TESTING	\$75.00/Each
CONCRETE CORING	Special Quote
SOIL-CEMENT COMPRESSIVE STRENGTH	\$50.00/Each
SOIL-CEMENT MIX DESIGN	\$2,000.00/Each
Includes design, material preparation, mixing, review and four (4) soil-cement test specimens	
SUBCONTRACT SERVICES	Cost + 15%

IV. GEOTECHNICAL LABORATORY SERVICES

ATTERBERG LIMITS (ASTM D 4318)	\$100.00/each
MOISTURE CONTENT (ASTM D 2216)	\$15.00/each
SPECIFIC GRAVITY (ASTM D 854)	\$150.00/each
GRAIN SIZE ANALYSIS (Soils)	\$75.00/each
HYDROMETER plus GRAIN SIZE ANALYSIS	\$140.00/each
NO. 200 WASH	\$40.00/each
AASHTO SOIL CLASSIFICATION TESTING	\$150.00/each
ORGANIC CONTENT	\$30.00/each
UNIT WEIGHT (Wet or Dry)	\$50.00/each
UNDISTURBED SAMPLE PREPARATION	\$30.00/each
UNCONFINED COMPRESSION TESTS (ASTM D 2116)	\$100.00/each
REMOLD SAMPLE (to testing add)	\$50.00/each
SWELL TEST	\$400.00/each
CONSOLIDATION TEST	\$400.00/each
CALIFORNIA BEARING RATIO	\$750.00/each
UNCONSOLIDATED UNDRAINED TRIAXIAL SHEAR (one point)	\$175.00/each
UNCONSOLIDATED UNDRAINED TRIAXIAL SHEAR (three point)	\$475.00/each
PERMEABILITY	
Constant Head (Rigid Wall)	\$150.00/each
Falling Head (Rigid Wall)	\$150.00/each
Constant Head (Flexible Wall)	\$750.00/each
RESISTIVITY/CONDUCTIVITY (Soil Box ASTM G-57)	\$100.00/each

V. PILE TESTING SERVICES

STATIC PILE LOAD TEST (compression, tension or lateral)	\$2500.00 /each
(Piling contractor to provide ram, jack, operator and reaction frame)	
HIGH STRAIN DYNAMIC TESTING (PDA)	
Data Acquisition	\$2,500.00/Per Trip
Reporting & CAPWAP Analysis	\$400.00/each
LOW STRAIN PILE INTEGRITY TESTING (PIT)	
Data Acquisition (up to 10 piles)	\$2,500.00/day

SCHEDULE OF GEOTECHNICAL, LABORATORY TESTING, AND CMT FEES
Effective January 2025

Reporting & Analysis	\$1,000.00 ls + \$75.00/pile
THERMAL INTEGRITY PROFILING (TIP) of Auger-Cast Piles and Drilled Shafts	
Data Acquisition (for instrument and/or tech)	\$1,500.00/trip/day
Reporting & Analysis	\$1,000.00 ls + \$75.00/pile
Thermal Instrumented Wires (add 10 ft to length of pile)	\$8.50/ft

VI. ENGINEERING SERVICES

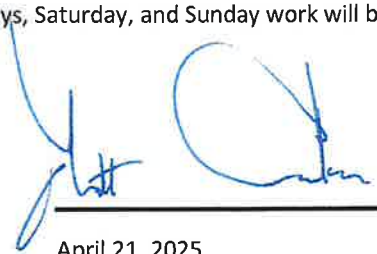
Charges will be made at the following rates for time spent by engineers in portal-to-portal travel, evaluation or analysis of field and laboratory data, report preparation, conferences, meetings, and consultation as pertained to the practice of geotechnical engineering. Charges for technician, draftsman and secretarial time will be billed for services of administrative and/or technical personnel utilized in support of engineering and testing services. Rates include indirect general and administrative overhead costs and supplies.

STAFF ENGINEER	\$145.00/hour
PROFESSIONAL ENGINEER/GEOLOGIST	\$165.00/hour
SENIOR PROFESSIONAL ENGINEER	\$185.00/hour
PRINCIPAL ENGINEER	\$225.00/hour
DRAFTSMAN (regular time)	\$85.00/hour
SECRETARIAL SERVICES (regular time)	\$65.00/hour
LODGING AND SUBSISTENCE	\$250.00/person/day

Above rates may be adjusted when working on long-term field inspection assignments. Direct Non-Salary expenses incurred, identifiable, and not applicable to general overhead will be billed at actual invoice cost plus 15% service charge. Automotive travel will be charged at a mileage rate of \$0.80 per mile. Over eight hours per day, holidays, Saturday, and Sunday work will be charged at the standard rates times 1.50.

PREPARED BY:

DATE:



April 21, 2025



Exhibit D

SOUTEAR-02

KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2025

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

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

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Rachel Hutto	
	PHONE (A/C, No, Ext): (334) 386-3608	FAX (A/C, No):
INSURED Southern Earth Sciences, Inc. 6352 Piccadilly Square Dr Mobile, AL 36609	E-MAIL ADDRESS: rhutto@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Co.	NAIC # 16535
	INSURER B: Steadfast Insurance Company	NAIC # 26387
	INSURER C: Lexington Insurance Company	NAIC # 19437
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER:	X	X	GLO593900113	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 EBL AGGREGATE \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	BAP593900213	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	X	X	SXS077476902	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC593900013	2/1/2025	2/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			015136470	2/1/2025	2/1/2026	Per Claim/ Agg. 3,000,000
C	Pollution Liability			015136470	2/1/2025	2/1/2026	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
DOWNTOWN STREET OPTIMIZATION (RESURFACING & RESTRIPIING)
City of Mobile Project No. 2025-3005-19

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability, Automobile Liability, and Umbrella Liability where required by contract. A Waiver of Subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, Umbrella Liability, and Worker's Compensation where required by written contract. Thirty (30) days' written Notice of Cancellation applies where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
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

EXHIBIT 'E'

E-VERIFY AFFIDAVIT,
E-VERIFY REGISTRATION PRINTOUT,
SECRETARY OF STATE REGISTRATION

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared William Lewis Caplan Jr. (affiant) who, being duly sworn says as follows:

President/CEO of Southern Earth Sciences, 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 Southern Earth Sciences, 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.

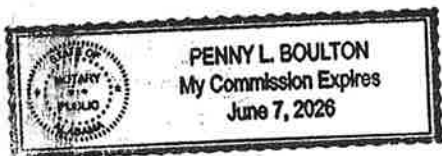
I further attest that said Southern Earth Sciences, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 417738.

CEO of Southern Earth Sciences, Inc.

Sworn to and subscribed before me this the 17th day of June, 2025.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Penny L. Boulton
Signature and Seal of Notary Public





Alabama Secretary of State

Southern Earth Sciences, Inc.	
Entity ID Number	000-042-119
Entity Type	Domestic Corporation
Principal Address	6352 PICCADILLY SQUARE DR MOBILE, AL 36609
Principal Mailing Address	6352 PICCADILLY SQUARE DR MOBILE, AL 36609
Status	Exists
Place of Formation	Mobile County
Formation Date	06/29/1976
Registered Agent Name	COPELAND, WILLIAM L JR
Registered Office Street Address	6352 PICCADILLY SQUARE DR MOBILE, AL 36609
Registered Office Mailing Address	6352 PICCADILLY SQUARE DR MOBILE, AL 36609
Nature of Business	--
Capital Authorized	\$50,000@\$0.20PV
Capital Paid In	\$1,000
Directors	
Director Name	NOT PROVIDED
Director Street Address	Not Provided
Director Mailing Address	Not Provided
Incorporators	
Incorporator Name	LAIER, JAMES E
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	KAHLER, ALBERT
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	LAIER, DIANA K
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2024
Transactions	
Transaction Date	09/21/1978
Capital Amounts Changed From	\$1,000 Authorized \$1,000 Paid In

Southern Earth Sciences, Inc.	
Transaction Date	03/01/1982
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	05/30/1984
Miscellaneous Filing Entry	CORRECTED ERRONEOUS DISSOLUTION 3-1-82
Transaction Date	07/18/1990
Legal Name Merged	Star Group, Inc.
Transaction Date	11/27/1991
Registered Agent Changed From	* Added
Transaction Date	12/13/2013
Director/Manager/Organizer Activity	NOT PROVIDED
Transaction Date	12/13/2013
Principal Office Changed From	MOBILE, AL
Transaction Date	01/30/2014
Agent Mailing Address Changed From	LAIER, JAMES E 762 DOWNTOWNER LOOP WEST MOBILE, AL 36609
Transaction Date	01/30/2014
Registered Agent Changed From	LAIER, JAMES E 762 DOWNTOWNER LOOP WEST MOBILE, AL 36609
Transaction Date	01/21/2015
Agent Mailing Address Changed From	BRENNER, WILLIAM H 762 DOWNTOWNER LOOP WEST MOBILE, AL 36609
Transaction Date	04/05/2017
Agent Mailing Address Changed From	BRENNER, WILLIAM H 6352 PICCADILLY SQUARE DR MOBILE, AL 36609-5143
Transaction Date	04/05/2017
Registered Agent Changed From	BRENNER, WILLIAM H 6352 PICCADILLY SQUARE DR MOBILE, AL 36609-5143
Transaction Date	12/02/2022
Capital Amounts Changed From	\$10,000 Authorized \$1,000 Paid-In
Scanned Documents	
Documents are listed in chronological order.	
Document Date / Type / Pages	07/18/1990 Merger 9 pgs.
Document Date / Type / Pages	11/27/1991 Registered Agent Change 1 pg.
Document Date / Type / Pages	12/23/2013 Articles of Amendment 2 pgs.
Document Date / Type / Pages	01/27/2014 Articles of Amendment 2 pgs.

Southern Earth Sciences, Inc.			
Document Date / Type / Pages	01/30/2014	Registered Agent Change pgs.	2
Document Date / Type / Pages	01/21/2015	Registered Agent Change pgs.	2
Document Date / Type / Pages	08/24/2015	Articles of Amendment pgs.	2
Document Date / Type / Pages	04/05/2017	Registered Agent Change 2 pgs.	
Document Date / Type / Pages	07/26/2019	Articles of Amendment pgs.	2
Document Date / Type / Pages	12/02/2022	Articles of Amendment pgs.	3

EXHIBIT 'F'
SUBCONTRACTING PLAN AND
DBE UTILIZATION REPORT
OR WAIVER



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# 2025-3005-19 Current Date 4 / 29 / 25

Project Description DOWNTOWN STREET OPTIMIZATION (RESURFACING & RESTRIPIING),

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 for

geotechnical work. The tasks are specialized and small enough to not warrant the use of sub-consultants.

\$ 50,760.00

John Forrester

Requested By (Department Director)

[Signature]
(Signature)

City Engineer
(Title)

4/29/25
(Date)

251-208-7243

Telephone Number

forresterj@cityofmobile.org

Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd
(Signature)

Small Business Development Manager

(Title)

4/29/2025

(Date)

Approved By (CAO)



CAPITAL CONTRACT SUMMARY SHEET

C#5429



AGENDA ITEM SUMMARY SHEET

Agenda of: July 15, 2025

Submitted by:

John Forrester, City Engineer

Sponsored by:

William Carroll, Councilmember

CJ Small, Councilmember

Benjamin Reynolds, Councilmember

Gina Gregory, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Approve contract with Southern Earth Sciences, Inc. for geotechnical testing services.

Amount of Contract:

\$78,750.00

Funding Source

C1007

ATTACHMENTS:

1. 2025-3005-01 2024 PAYGO Resurfacing Commission District 1 (Southern Earth Sciences, Inc.)

REVIEWERS:

Jessica White

John Forrester

Brenda Rhodes

Cherlina Monteiro

James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2024 PAYGO Resurfacing Commission District 1

COM Project: 2025-3005-01

PROJECT #: C1007 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Geotechnical Testing Services

CONTRACT AMOUNT: \$78,750.00

VENDOR NAME: Southern Earth Sciences, Inc.

VENDOR NUMBER: 195545

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 7/10/2024

RESOLUTION

Sponsored by: Mayor William S. Stimpson

Councilmembers William Carroll, C.J. Small, Ben Reynolds, and Gina Gregory

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

That the Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Mobile, a contract between the City of Mobile and Southern Earth Sciences, 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 1 (Project No. 2025-3005-01)**, 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: Southern Earth Sciences, Inc.

Project Name: 2024 PAYGO Resurfacing Commission District 1 (D2,3,4 & 7)
COM Project # 2025-3005-01

Cost: \$78,750.00

Adopted:

City Clerk



**2024 PAYGO RESURFACING,
COMMISSION DISTRICT 1
GEOTECHNICAL CONTRACT**

PROJECT No. 2025-3005-01

SOUTHERN EARTH SCIENCES, INC.

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 **Southern Earth Sciences, Inc.**, hereinafter called the "LABORATORY",
WITNESSETH:

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

1. DEFINITIONS:

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

- (a) **CITY** - City of Mobile, Alabama
- (b) **CITY ENGINEER** – The CITY ENGINEER for the City of Mobile or his appointed assistants.
- (c) **CONSULTANT** – The engineering company, (**Sawgrass Consulting, LLC**), 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 1,
MCR-2024-101**

PROJECT No. – 2025-3005-01

- (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 (**Sawgrass Consulting, LLC**) 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 **\$78,750.00 (Seventy-Eight Thousand Seven Hundred Fifty Dollars and Zero Cents)** as shown in Exhibit "A", to be paid as follows:

- (a) Construction Phase Services – A sum not to exceed **\$73,750.00 (Seventy-Three Thousand Seven Hundred Fifty 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: _____

Southern Earth Sciences, Inc.

By: William Lewis Capeland Jr

Print: William Lewis Capeland Jr

Its: President

Address: 6352 Piccadilly Square Drive Mobile AL 36609

Telephone: 251-445-4354

STATE OF ALABAMA }
COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that William Lewis Capeland, Jr., whose name is signed to the foregoing instrument in the capacity of President of Southern Earth Sciences, 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 5 day of May, 2025.

Penny L. Boulton

NOTARY PUBLIC My Commission Expires:

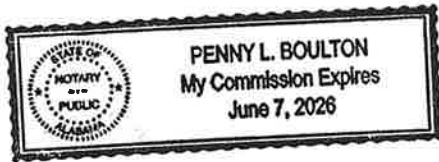


EXHIBIT 'A'

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 1

PROJECT No. – 2025-3005-01, MCR-2024-101

Construction Phase Services – Not to Exceed Amount - \$73,750.00

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

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

\$ 78,750.00

Source of funding: MOBILE COUNTY PAYGO, MCR-2024-101, C1007

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



2025 SCHEDULE OF GEOTECHNICAL, LABORATORY TESTING, AND CMT FEES

I. SUBSURFACE EXPLORATION SERVICES

Soil Test Borings (ASTM D1586)

Soil Test Borings using truck-mounted equipment with Standard Penetration Test intervals of five feet in soil. In areas not accessible to truck mounted drill, **add \$1.00 to the footage rates below.**

MOBILIZATION AND DEMOBILIZATION (within 50-mile radius)	\$1,000 lump sum
MOBILIZATION AND DEMOBILIZATION (over 50-mile radius)	\$1,000 + \$5.00/mile
0 to 50 feet	\$ 15.00/L.F.
50 to 75 feet	\$ 18.00/L.F.
75 to 100 feet	\$ 21.00/L.F.
100 to 150 feet	\$ 25.00/L.F.
From 150 feet	Special Quote
STANDARD PENETRATION TESTS (SPT) in addition to one every five feet	\$15.00/each
SHELBY TUBE SAMPLES (ASTM587)	\$100.00/each
CASING	\$10.00/L.F.
SET-UP PER LOCATION	\$150.00/each
EXCESSIVE MOVING (track rig)	\$450.00/hour
DRILLING DAY RATE	\$4,000.00/day
SOIL BORINGS USING MANUAL EQUIPMENT (tripod)	\$3,500.00/day
STANDPIPE PIEZOMETER (1.5 inch)	\$40.00/L.F.
BOREHOLE GROUTING (full depth bentonite/cement grout)	\$7.00/L.F.
BOREHOLE GROUTING (bentonite pellet to cave in depth)	\$200.00/each
STAND-BY	\$350.00/hour
LODGING AND SUBSISTENCE (three-man crew)	\$750.00/crew/day
SU CONTRACT UTILITY LOCATION SERVICES (GPR)	\$2,500.00/day
NQ ROCK CORING	Special Quote
MARINE SOIL TEST BORINGS (SES Barge or Sub Jack-Up Barge)	Special Quote
INSTRUMENTATION INSTALLATION (piezometers, inclinometers, etc.)	Special Quote

Cone Penetrometer Testing (CPT)

Cone Penetrometer Soundings using truck-mounted equipment. In areas not accessible to truck rigs, **add \$1.00 to the footage rates below.**

MOBILIZATION AND DEMOBILIZATION (within 50-mile radius)	\$1,000 lump sum
MOBILIZATION AND DEMOBILIZATION (over 50-mile radius)	\$1,000 + \$5.00/mile
CPTu SOUNDINGS per ASTM D5778	\$12.00/L.F.
CPTs SOUNDINGS (Shear Wave Velocity measurement 5 ft intervals)	\$25.00/L.F.
CASING	\$10.00/L.F.
SET-UP PER LOCATION	\$150.00/each
EXCESSIVE MOVING (track rig)	\$450.00/hour
CPT DAY RATE	\$4,500.00/day
CPT GROUTING (full depth bentonite/cement grout)	\$7.00/L.F.

SCHEDULE OF GEOTECHNICAL, LABORATORY TESTING, AND CMT FEES
Effective January 2025

CPT GROUTING (bentonite pellet to cave in depth)	\$100.00/each
STAND-BY (including dissipation testing)	\$450.00/hour
REPORTING (CPT Log Drafting and Transmittal)	\$50.00/each
LODGING AND SUBSISTENCE (two-man crew)	\$500.00/crew/day
SUBCONTRACT UTILITY LOCATION SERVICES (GPR)	\$2,500.00/day

Other Services

DOUBLE RING INFILTRMETER TEST (ASTM D3385 – at existing grade)	\$2,500.00/each
PLATE LOAD TEST (Modulus of Sub-Grade Reaction at existing grade)	\$3,500.00/each
EQUIPMENT RENTAL	Cost + 15%
SUBCONTRACT SERVICES	Cost + 15%

II. CONSTRUCTION MATERIALS TESTING FIELD TECHNICIAN SERVICES

Typical field technician services include on-site soil density testing, concrete testing (cylinders, slump, and air content), site inspections, meetings, and specimen transportation. **Time spent in portal-to-portal travel in the interest of the job will be charged in addition to time spent on the jobsite. Roundtrip mileage will be charged at \$0.80/mile.** There is a two (2) hour minimum charge. Review of test results by Engineer and Reporting (when not full-time monthly rate) will be billed at 10% of the costs below.

STANDARD RATE	\$70.00/hour
OVERTIME RATE	\$105.00/hour
IBC SPECIAL INSPECTIONS (including ICC and AWS visual welding)	110.00/hour
FULL-TIME DAILY RATE	\$675.00/day
FULL-TIME DAILY RATE w/ IBC Special Inspections	\$950.00/day
FULL-TIME MONTHLY RATE	\$13,500.00/month
HALF-TIME MONTHLY RATE	\$7,000.00/month
FULL-TIME MONTHLY RATE w/ IBC Special Inspections	\$17,500.00/month
HALF-TIME MONTHLY RATE w/ IBC Special Inspections	\$9,500.00/month

*Overtime rate applies for time exceeding eight (8) hours/day, or weekends and holidays.

*Monthly rates include engineering review, reporting and travel.

III. CONSTRUCTION MATERIALS TESTING LABORATORY SERVICES

Review of test results by Engineer and Reporting (when not full-time monthly rate) will be billed at 10% of the costs below.

STANDARD PROCTOR DENSITY (ASTM D698/AASHTO T-99)	\$130.00/each
MODIFIED PROCTOR DENSITY (ASTM D1557/AASHTO T180)	\$155.00/each
Aggregate Bases	Add \$250.00/each
Heavy Clay Soils	Add \$250.00/each
SOIL/BASE CLASSIFICATION	\$150.00/each
Aggregate Bases	Add \$175.00/each
CURING & TESTING CONCRETE CYLINDERS (SES made samples)	\$60.00/Set of 4
	\$75.00/Set of 5
	\$90.00/Set of 6

SCHEDULE OF GEOTECHNICAL, LABORATORY TESTING, AND CMT FEES
Effective January 2025

CURING & TESTING CONCRETE CYLINDERS (contractor made and delivered)	\$50.00/each
CURING & TESTING FLEXURAL BEAM SAMPLES	\$50.00/Each
CONCRETE CORE COMPRESSIVE STRENGTH TESTING	\$75.00/Each
CONCRETE CORING	Special Quote
SOIL-CEMENT COMPRESSIVE STRENGTH	\$50.00/Each
SOIL-CEMENT MIX DESIGN	\$2,000.00/Each
Includes design, material preparation, mixing, review and four (4) soil-cement test specimens	
SUBCONTRACT SERVICES	Cost + 15%

IV. GEOTECHNICAL LABORATORY SERVICES

ATTERBERG LIMITS (ASTM D 4318)	\$100.00/each
MOISTURE CONTENT (ASTM D 2216)	\$15.00/each
SPECIFIC GRAVITY (ASTM D 854)	\$150.00/each
GRAIN SIZE ANALYSIS (Soils)	\$75.00/each
HYDROMETER plus GRAIN SIZE ANALYSIS	\$140.00/each
NO. 200 WASH	\$40.00/each
AASHTO SOIL CLASSIFICATION TESTING	\$150.00/each
ORGANIC CONTENT	\$30.00/each
UNIT WEIGHT (Wet or Dry)	\$50.00/each
UNDISTURBED SAMPLE PREPARATION	\$30.00/each
UNCONFINED COMPRESSION TESTS (ASTM D 2116)	\$100.00/each
REMOLD SAMPLE (to testing add)	\$50.00/each
SWELL TEST	\$400.00/each
CONSOLIDATION TEST	\$400.00/each
CALIFORNIA BEARING RATIO	\$750.00/each
UNCONSOLIDATED UNDRAINED TRIAXIAL SHEAR (one point)	\$175.00/each
UNCONSOLIDATED UNDRAINED TRIAXIAL SHEAR (three point)	\$475.00/each
PERMEABILITY	
Constant Head (Rigid Wall)	\$150.00/each
Falling Head (Rigid Wall)	\$150.00/each
Constant Head (Flexible Wall)	\$750.00/each
RESISTIVITY/CONDUCTIVITY (Soil Box ASTM G-57)	\$100.00/each

V. PILE TESTING SERVICES

STATIC PILE LOAD TEST (compression, tension or lateral)	\$2500.00 /each
(Piling contractor to provide ram, jack, operator and reaction frame)	
HIGH STRAIN DYNAMIC TESTING (PDA)	
Data Acquisition	\$2,500.00/Per Trip
Reporting & CAPWAP Analysis	\$400.00/each
LOW STRAIN PILE INTEGRITY TESTING (PIT)	
Data Acquisition (up to 10 piles)	\$2,500.00/day

SCHEDULE OF GEOTECHNICAL, LABORATORY TESTING, AND CMT FEES
Effective January 2025

Reporting & Analysis	\$1,000.00 ls + \$75.00/pile
THERMAL INTEGRITY PROFILING (TIP) of Auger-Cast Piles and Drilled Shafts	
Data Acquisition (for instrument and/or tech)	\$1,500.00/trip/day
Reporting & Analysis	\$1,000.00 ls + \$75.00/pile
Thermal Instrumented Wires (add 10 ft to length of pile)	\$8.50/ft

VI. ENGINEERING SERVICES

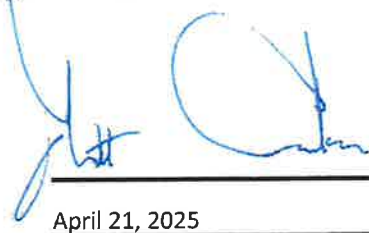
Charges will be made at the following rates for time spent by engineers in portal-to-portal travel, evaluation or analysis of field and laboratory data, report preparation, conferences, meetings, and consultation as pertained to the practice of geotechnical engineering. Charges for technician, draftsman and secretarial time will be billed for services of administrative and/or technical personnel utilized in support of engineering and testing services. Rates include indirect general and administrative overhead costs and supplies.

STAFF ENGINEER	\$145.00/hour
PROFESSIONAL ENGINEER/GEOLOGIST	\$165.00/hour
SENIOR PROFESSIONAL ENGINEER	\$185.00/hour
PRINCIPAL ENGINEER	\$225.00/hour
DRAFTSMAN (regular time)	\$85.00/hour
SECRETARIAL SERVICES (regular time)	\$65.00/hour
LODGING AND SUBSISTENCE	\$250.00/person/day

Above rates may be adjusted when working on long-term field inspection assignments. Direct Non-Salary expenses incurred, identifiable, and not applicable to general overhead will be billed at actual invoice cost plus 15% service charge. Automotive travel will be charged at a mileage rate of \$0.80 per mile. Over eight hours per day, holidays, Saturday, and Sunday work will be charged at the standard rates times 1.50.

PREPARED BY:

DATE:



April 21, 2025

EXHIBIT 'C': INSURANCE & CERTIFICATIONS



SOUTEAR-02

KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2025

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

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

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT Rachel Hutto NAME: PHONE (A/C, No, Ext): (334) 244-0004 FAX (A/C, No): E-MAIL ADDRESS: rhutto@turnerfirst.com
INSURED Southern Earth Sciences, Inc. 6352 Piccadilly Square Dr Mobile, AL 36609	INSURER(S) AFFORDING COVERAGE INSURER A : Zurich American Insurance Co. NAIC # 16535 INSURER B : Steadfast Insurance Company 26387 INSURER C : Lexington Insurance Company 19437 INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER:	X	X	GLO593900113	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 EBL AGGREGATE \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	BAP593900213	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	X	X	SXS077476902	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC593900013	2/1/2025	2/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liabili			015136470	2/1/2025	2/1/2026	Per Claim/ Agg. 3,000,000
C	Pollution Liability			015136470	2/1/2025	2/1/2026	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2024 PAYGO Resurfacing, Commission District 1, MCR-2024-101 Project No. 2025 -3005-01

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability, Automobile Liability, and Umbrella Liability where required by contract. A Waiver of Subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, Umbrella Liability, and Worker's Compensation where required by written contract. Thirty (30) days' written Notice of Cancellation applies where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
205 Government Street
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

POLICY NUMBER: BAP593900213

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

:evitceffE tnemesrodE 02/01/2025	Countersigned By: (Authorized Representative)
Named Insured: Southern Earth Sciences, Inc.	

SCHEDULE

Name of Person(s) or Organization(s):

AS REQUIRED BY CONTRACT OR AGREEMENT.

IF REQUIRED BY CONTRACT, THIS COVERAGE SHALL BE PRIMARY AND ANY INSURANCE MAINTAINED BY THE ADDITIONAL INSURED WILL APPLY ON AN EXCESS BASIS; HOWEVER, IN NO EVENT WILL THIS ADDITIONAL INSURED COVERAGE EXTEND BEYOND THE TERMS AND CONDITIONS OF THE WRITTEN CONTRACT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.



ZURICH

Notification to Others of Cancellation

Southern Earth Sciences, Inc.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
BAP593900213	02.01.2025	02.01.2026	02.01.2025			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
AS REQUIRED BY A WRITTEN CONTRACT. NAMES ON FILE WITH COMPANY	30

All other terms and conditions of this policy remain unchanged.



Coverage Extension Endorsement

Southern Earth Sciences, Inc.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP593900213	02.01.2025	02.01.2026	02.01.2025			

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":

- a. 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.
- b. 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.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. 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.



ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 593900113

Effective Date: 02/01/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

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

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – **Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

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

1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Blanket Notification to Others of Cancellation or Non-Renewal

Southern Earth Sciences, Inc.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO593900113	02.01.2025	02.01.2026	02.01.2025			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

Waiver Of Subrogation (Blanket) Endorsement

Southern Earth Sciences, Inc.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO593900113	02/01/2025	02/01/2026	02/01/2025		\$	\$

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.

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by 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.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule**1. Alternate Employer**

AN ALTERNATE EMPLOYER WITH WHOM YOU HAVE A WRITTEN CONTRACT REQUIRING THIS POLICY TO APPLY AS IF THE ALTERNATE EMPLOYER IS AN INSURED.

Address**2. State of Special or Temporary Employment**

AL

3. Contract or Project

ANY CONTRACT IDENTIFIED IN ITEM 1 OF THE SCHEDULE OR PROJECT WHICH IS THE SUBJECT OF THE CONTRACT IDENTIFIED IN ITEM 1 OF THE SCHEDULE.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

ALL PERSONS OR ORGANIZATIONS. APPLIES WHEN REQUIRED BY A WRITTEN CONTRACT

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 02/01/2025

Policy No. WC593900013

Endorsement No.

Insured

Southern Earth Sciences, Inc.

Premium \$

Insurance Company

Countersigned By _____

WC 00 03 13

(Ed. 4-84)

NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A.** If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
AS REQUIRED BY A WRITTEN CONTRACT. NAMES ON FILE WITH THE COMPANY.	30

All other terms and conditions of this policy remain unchanged.

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 **02/01/2025**
Endorsement Exp: **02/01/2026**
Insured **Southern Earth Sciences, Inc.**

Policy No. **WC593900013**

Endorsement No. **001**
Premium \$ **INCL**

Insurance Company **ZURICH AMERICAN INSURANCE COMPANY**

EXHIBIT 'D': E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared William L Copeland Jr (affiant) who, being duly sworn says as follows:

President/CEO of Southern Earth Sciences, 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 for Southern Earth Sciences, 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.

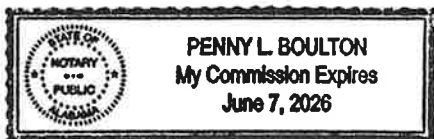
I further attest that said Southern Earth Sciences, Inc.. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 417738

William L Copeland Jr
CEO of Southern Earth Sciences, Inc.

Sworn to and subscribed before me this the 5th day of May, 2025.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Penny L. Boulton
Signature and Seal of Notary Public





City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# 2025-3005-01 Current Date 3 / 10 / 25

Project Description 2024 PAYGO RESURFACING-COMMISSION DISTRICT 1

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)

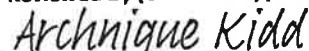
251-208-7243

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)



Company ID Number: 417738

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Southern Earth Sciences, Inc (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



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by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and



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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo



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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer



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uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-



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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).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with



Company ID Number: 417738

Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

Company ID Number: 417738

determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.



Company ID Number: 417738

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

Company ID Number: 417738

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



Company ID Number: 417738

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Southern Earth Sciences, Inc	
Cindy Giddens	
Name (Please Type or Print)	Title
Electronically Signed	05/25/2011
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)	Title
Electronically Signed	05/25/2011
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Southern Earth Sciences, Inc
Company Facility Address:	762 Downtowner Loop West
	Mobile, AL 36609
Company Alternate Address:	PO Box 160745
	Mobile, AL 36616
County or Parish:	MOBILE
Employer Identification Number:	630710398



Company ID Number: 417738

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	100 to 499
Number of Sites Verified for:	5
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
• LOUISIANA 2 site(s) • ALABAMA 1 site(s) • FLORIDA 2 site(s)	

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

Name:	Cindy M Giddens	Fax Number:	(251) 345 - 9453
Telephone Number:	(251) 344 - 7711		
E-mail Address:	cgiddens@soearth.com		



AGENDA ITEM SUMMARY SHEET

Agenda of: July 15, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt
John Forrester, City Engineer

Sponsored by:

CJ Small, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Accept Deed for Right-of-way, as needed from the Mobile Airport Authority to the City of Mobile, Michigan Avenue. and Raven Drive

Amount of Contract:

N/A

Funding Source

N/A

ATTACHMENTS:

1. RESOLUTION
2. Deed for ROW MAA-COM

REVIEWERS:

Stacey Howard
Carleen Stout
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by Mayor William S. Stimpson and Council Member C.J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby accepts the following Right-of-Way Deed, as needed from the Mobile Airport Authority to the City of Mobile, Michigan Avenue to Raven Drive.

1. Right-of-Way Deed for Public Road from Mobile Airport Authority to City of Mobile, Michigan Avenue to Raven Drive.

SAID DOCUMENT is by reference made a part of this resolution as fully as set forth herein and copies will be on file in the office of the City Clerk and in the office of the Real Estate Department, and in the office of City Engineering of the City of Mobile.

Adopted:

City Clerk

RIGHT-OF-WAY DEED

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS that the undersigned, **MOBILE AIRPORT AUTHORITY**, a domestic nonprofit corporation, the Grantor, in and for the consideration of Ten Dollars (\$ 10.00), and other good and valuable consideration, in hand paid by the **City of Mobile, A Municipal Corporation**, the receipt whereof being hereby acknowledged, and for the benefit which will accrue to the neighborhood, to the public generally and to Grantor's property, the undersigned Grantor, does hereby Give, Grant, Bargain, Sell and Convey unto the said City of Mobile, the Grantee, its successors and assigns, a right of way hereinafter described, being of variable width as shown on Exhibit "B" over and across the lands of the undersigned for a public road, and full and free right, liberty, and authority to enter upon and to construct, operate, and maintain such public road, as follows, to-wit:

**SEE "EXHIBIT A" ATTACHED HEREIN
AS SHOWN ON "EXHIBIT B"**

The property is conveyed subject to all existing utility, drainage easements, rights-of-way, zoning restrictions and to all prior reservations and conveyances of oil, gas and other minerals and mineral rights in, on and under the property and to any and all matters of record affecting title to or use of the property, or which would be shown by an accurate survey or are visible on the surface of the property.

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

TO HAVE AND TO HOLD the same unto the said City of Mobile, a municipal corporation, its successors and assigns, forever in fee simple, for public road purposes. And for and in consideration of the above, the Grantor hereby releases said City of Mobile from all consequential damages, present or prospective to the property of the Grantor, arising out of construction, maintenance, or repair of said road.

AND except as to the above, the Grantor, for themselves, their successors and assigns, hereby covenant with the Grantee, its successors and assigns, that they are seized of an indefeasible estate in and to said property, that said property is free and clear from any and all encumbrances not hereinabove mentioned, and that they do hereby **WARRANT** and **WILL FOREVER DEFEND** the title of said property against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned have set our hand and seal, this the _____ day of _____, 2025.

OWNERS: Mobile Airport Authority, a domestic nonprofit corporation

By: _____
George Anderson Wilson

As its: Executive Director_____

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that George Anderson Wilson whose name as Executive Director of the Mobile Airport Authority, a domestic nonprofit corporation, signed 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, as Executive Director and with full authority, executed the same voluntarily for and as the act of said company, on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 2025.

Notary Public, State of Alabama

My Commission Expires:_____

This Instrument prepared by:
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, AL 36633

GRANTEE
City of Mobile
Real Estate Dept
P.O. Box 1827
Mobile, AL 36633

GRANTOR
Mobile Airport Authority
1891 Ninth Street
Mobile, AL 36615

PROPERTY ADDRESS
Vacant Land

“EXHIBIT A”

REQUIRED RIGHT OF WAY LEGAL DESCRIPTION:

COMMENCING AT A 4 INCH ROUND CONCRETE MONUMENT LOCATED AT THE SOUTHWEST CORNER OF LOT B TRAVEL QUARTERS SUBDIVISION AS RECORDED IN MAP BOOK 91 AT PAGE 47, THENCE S 56°25'31" W A DISTANCE OF 77.72 FEET TO A PK NAIL FOUND “WATTIER 20364 PLS” AND THE **POINT OF BEGINNING**;

THENCE N 78°06'47" W A DISTANCE OF 107.37 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

THENCE N 11°55'36" E A DISTANCE OF 100.00 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

THENCE S 78°04'24" E A DISTANCE OF 11.93 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 78.54 FEET, RADIUS OF 50.00 FEET, CHORD BEARING OF N 56°55'36" E FOR A DISTANCE OF 70.71 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

THENCE N 11°55'36" E A DISTANCE OF 342.44 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 413.71 FEET, RADIUS OF 1030.00 FEET, CHORD BEARING OF N 00°25'12" E FOR A DISTANCE OF 410.94 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 201.51 FEET, RADIUS OF 815.00 FEET, CHORD BEARING OF N 18°10'12" W FOR A DISTANCE OF 201.00 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

THENCE N 64°44'48" E A DISTANCE OF 100.00 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 87.02 FEET, RADIUS OF 60.00 FEET, CHORD BEARING OF S 67°15'18" E FOR A DISTANCE OF 79.59 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

THENCE N 71°11'48" E A DISTANCE OF 192.46 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 238.38 FEET, RADIUS OF 567.00 FEET, CHORD BEARING OF N 83°14'27" E FOR A DISTANCE OF 236.63 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 87.39 FEET, RADIUS OF 60.00 FEET, CHORD BEARING OF N 53°33'30" E FOR A DISTANCE OF 79.87 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS) ON THE WEST RIGHT OF WAY(R/W) LINE OF MICHIGAN AVENUE (RIGHT OF WAY VARIES);

THENCE S 11°49'53" W ALONG SAID WEST R/W LINE FOR A DISTANCE OF 236.70 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS) ON THE WEST R/W LINE OF MICHIGAN AVENUE;

THENCE LEAVING SAID R/W LINE AND ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 87.50 FEET, RADIUS OF 60.00 FEET, CHORD BEARING OF N 29°56'40" W FOR A DISTANCE OF 79.95 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 129.09 FEET, RADIUS OF 242.00 FEET, CHORD BEARING OF N 87°00'05" W FOR A DISTANCE OF 127.56 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 53.15 FEET, RADIUS OF 467.00 FEET, CHORD BEARING OF S 74°27'26" W FOR A DISTANCE OF 53.12 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

THENCE S 71°11'48" W A DISTANCE OF 192.46 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 87.46 FEET, RADIUS OF 60.00 FEET, CHORD BEARING OF S 29°26'08" W FOR A DISTANCE OF 79.92 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 19.78 FEET, RADIUS OF 915.00 FEET, CHORD BEARING OF S 11°42'22" E FOR A DISTANCE OF 19.78 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 114.71 FEET, RADIUS OF 1130.00 FEET, CHORD BEARING OF S 08°10'43" E FOR A DISTANCE OF 114.66 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS) ON THE NORTH R/W LINE OF EAGLE DRIVE (60' R/W);

THENCE ALONG SAID NORTH RIGHT OF WAY LINE AND A CURVE TO THE LEFT WITH AN ARC LENGTH OF 51.23 FEET, RADIUS OF 1789.74 FEET, CHORD BEARING OF N 88°25'32" W FOR A DISTANCE OF 51.23 FEET TO A PK NAIL FOUND "WATTIER 20364 PLS" AT THE INTERSECTION OF THE NORTH R/W LINE OF EAGLE DRIVE AND THE WEST R/W LINE OF EAST CARDINAL DRIVE (60' R/W);

THENCE ALONG SAID WEST R/W LINE OF EAST CARDINAL DRIVE AND A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 386.20 FEET, RADIUS OF 1615.03 FEET, CHORD BEARING OF S 05°02'58" W FOR A DISTANCE OF 385.28 FEET TO A PK NAIL FOUND "WATTIER 20364 PLS" ON THE WEST R/W LINE OF EAST CARDINAL DRIVE;

THENCE S 11°53'50" W ALONG SAID R/W LINE FOR A DISTANCE OF 434.75 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED, CONTAINING 2.997 ACRES MORE OR LESS.

[illegible]



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 15, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To authorize the Settlement Agreement and release of claim for India Hartman

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement Hartman

REVIEWERS:

Patricia Primm

Cherlina Monteiro

James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of India Hartman as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 15, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To authorize the Settlement Agreement and Release of Claims of Riverside Baptist Church

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement Riverside Baptist Church

REVIEWERS:

Patricia Primm

Cherlina Monteiro

James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Riverside Baptist Church as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 15, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement Valderrama for Property Damage

REVIEWERS:

Patricia Primm

Cherlina Monteiro

James Barber

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim for property damage of Manuel Valderrama as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification
Of a Previously Approved Planned Unit Development
For Property located at 685 Schillinger Road South

Pursuant to Resolution of the Mobile, Alabama City Council adopted **July 15, 2025**, a public hearing will be held on the **19th** day of **August, 2024**, at 10:30 a.m., to consider adoption of an ordinance to modify a previously approved Planned Unit Development for property located at **685 Schillinger Road South**.

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

WHEREAS, a Planned Unit Development was approved on September 6, 2012, allowing shared access and parking between multiple building sites located at 685 Schillinger Road South and described as follows:

LOT A, RESUBDIVISION OF LOT 4, SCHILLINGER TOWNE CENTRE, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 127, PAGE 118, OF THE RECORDS OF THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY. ALABAMA.

BEING ALSO DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3, SCHILLINGER TOWNE CENTRE, AS RECORDED IN MAP BOOK 72, PAGE 21, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, RUN NORTH 89 DEGREES 35 MINUTES 09 SECONDS EAST, ALONG THE SOUTH LINE OF THOMAS ROAD (50 FOOT RIGHT OF WAY) AND ALONG THE NORTH BOUNDARY OF LOT A, RESUBDIVISION OF LOT 4, SCHILLINGER TOWNE CENTRE, AS RECORDED IN MAP BOOK 127, PAGE 118, SAID PROBATE RECORDS, A DISTANCE OF 901.14 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE AND ALONG SAID NORTH BOUNDARY RUN SOUTH 88 DEGREES 59 MINUTES 22 SECONDS EAST, 74.91 FEET; THENCE ALONG THE BOUNDARY OF SAID LOT A AS FOLLOWS: SOUTH 00 DEGREES 17 MINUTES 53 SECONDS WEST, 174.80 FEET; NORTH 89 DEGREES 54 MINUTES 57 SECONDS WEST, 74.82 FEET; SOUTH 00 DEGREES 13 MINUTES 13 SECONDS WEST, 418.23 FEET; NORTH 89 DEGREES 46 MINUTES 47 SECONDS WEST, 50 FEET; SOUTH 00 DEGREES 30

MINUTES 34 SECONDS WEST, 77.54 FEET; SOUTH 11 DEGREES 16 MINUTES 54 SECONDS WEST 40.33 FEET; SOUTH 08 DEGREES 52 MINUTES 38 SECONDS WEST, 21.61 FEET; SOUTH 00 DEGREES 25 MINUTES 56 SECONDS WEST, 51.75 FEET; SOUTH 07 DEGREES 59 MINUTES 43 SECONDS WEST, 98.38 FEET; SOUTH 48 DEGREES 58 MINUTES 51 SECONDS WEST, 52 FEET; SOUTH 29 DEGREES 09 MINUTES 01 SECONDS WEST, 27.86 FEET; SOUTH 09 DEGREES 18 MINUTES 32 SECONDS WEST, 19.44 FEET; SOUTH 26 DEGREES 32 MINUTES 36 SECONDS EAST, 27.95 FEET; SOUTH 41 DEGREES 46 MINUTES 39 SECONDS EAST, 45.33 FEET; SOUTH 45 DEGREES 07 MINUTES 44 SECONDS EAST, 28.96 FEET; SOUTH 06 DEGREES 15 MINUTES 47 SECONDS EAST, 53.8 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF OLD GOVERNMENT STREET ROAD (50 FOOT RIGHT OF WAY); THENCE SOUTH 84 DEGREES 36 MINUTES 24 SECONDS WEST, ALONG SAID NORTH LINE AND ALONG THE SOUTH BOUNDARY OF SAID LOT A, A DISTANCE OF 18 FEET; THENCE ALONG THE BOUNDARY OF SAID LOT A, RUN NORTH 06 DEGREES 15 MINUTES 47 SECONDS WEST, 48.25 FEET; NORTH 45 DEGREES 07 MINUTES 44 SECONDS WEST, 166.26 FEET; NORTH 00 DEGREES 16 MINUTES 06 SECONDS EAST, 196.21 FEET; NORTH 89 DEGREES 43 MINUTES 54 SECONDS WEST, 188.5 FEET; NORTH 00 DEGREES 16 MINUTES 06 SECONDS EAST, 21 FEET TO A POINT ON THE SOUTH FACE OF THE WALL FOR AN EXISTING BUILDING CURRENTLY OCCUPIED BY WALMART; THENCE NORTH 89 DEGREES 43 MINUTES 54 SECONDS WEST, ALONG THE SOUTH FACE OF SAID WALL AND A PROJECTION THEREOF, A DISTANCE OF 65 FEET; THENCE CONTINUING ALONG THE BOUNDARY OF SAID LOT A RUN SOUTH 85 DEGREES 48 MINUTES 18 SECONDS WEST, 75.21 FEET; NORTH 89 DEGREES 26 MINUTES 38 SECONDS WEST, 99 FEET; SOUTH 00 DEGREES 13 MINUTES 13 SECONDS WEST, 56 FEET; NORTH 89 DEGREES 46 MINUTES 47 SECONDS WEST, 87.39 FEET; SOUTH 00 DEGREES 13 MINUTES 13 SECONDS WEST, 28 FEET; NORTH 89 DEGREES 46 MINUTES 47 SECONDS WEST, 425.23 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SCHILLINGER ROAD; THENCE NORTH 00 DEGREES 04 MINUTES 20 SECONDS WEST, ALONG SAID EAST RIGHT OF WAY LINE AND ALONG THE WEST BOUNDARY OF SAID LOT A, A DISTANCE OF 585.48 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 55 SECONDS EAST, ALONG THE SOUTH BOUNDARY OF SAID LOT 3 AND THE NORTH BOUNDARY OF SAID LOT A, A DISTANCE OF 204.06 FEET; THENCE NORTH 45 DEGREES 14 MINUTES 50 SECONDS EAST, ALONG A BOUNDARY OF SAID LOT 3 AND A BOUNDARY OF SAID LOT A, A DISTANCE OF 56.58 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 58 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 3 AND THE WEST LINE OF SAID LOT A, A DISTANCE OF 165.52 FEET TO THE POINT OF BEGINNING.

WHEREAS, on April 29, 2025, the owner of said property applied for a Major Modification of the Planned Unit Development allowing shared access and parking between multiple building sites, to allow construction of a drive-thru coffee shop with shared access and parking between multiple building sites.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on June 12, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Retention of the building sizes labeled in square feet on the Final PUD Site Plan;
2. Revision of the Final PUD Site Plan to depict the rights-of-way along Schillinger Road South and Thomas Road, as finalized with the associated subdivision request;
3. Provision of the lot sizes labeled in square feet and acres on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request, or provision of a table with the same information on the Final PUD Site Plan;
4. Revision of the Final PUD Site Plan to depict compliance with the off-street parking requirements of Article 3, Section 64-3-12.A. of the UDC, along with the provision of a table listing the number of required and provided parking spaces;
5. Revision of the Final PUD Site Plan to illustrate curbing and/or wheel stops demonstrating how vehicles will be prevented from encroaching beyond designated parking areas;
6. Provision of a note on the Final PUD Site Plan stating any required parking lot lighting will comply with the illumination standards of Article 3, Section 64-3-9.C. of the UDC and, if applicable, provision of a photometric plan at the time of permitting illustrating compliance with these standards;
7. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking provisions of Article 3, Section 64-3-12.A.9. of the UDC, including the minimum number and location requirements;
8. Revision of the Final PUD Site Plan to illustrate compliance with the off-street facilities standards of Section 64-3- 12.B;
9. If applicable, revision of the Final PUD Site Plan to illustrate compliance with the vehicle stacking standards of Article 4, Section 64-4-6 of the UDC;
10. Revision of the Final PUD Site Plan to depict compliance with the on-site traffic circulation and maneuverability requirements of Article 3, Section 64-3-12 of the UDC;
11. Revision of the Final PUD Site Plan to illustrate the front, side, and rear yard setback standards of Article 2, Section 64-2-14.E. of the UDC;
12. Provision of a note on the Final PUD Site Plan stating the site will comply with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, along with the provision of a detailed landscape plan at the time of permitting illustrating compliance with these requirements;
13. Provision of a separate site plan reflecting a comprehensive layout of the existing PUD overlaid with the proposed development;
14. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC, or provision of a note stating curbside waste collection will be utilized;
15. Placement of a note on the Final PUD site plan stating future development or redevelopment of the properties may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
16. Completion of the subdivision process;
17. Compliance with all Engineering comments noted in the staff report;
18. Compliance with all Traffic Engineering comments noted in the staff report;
19. Compliance with all Urban Forestry comments noted in the staff report;
20. Compliance with all Fire Department comments noted in the staff report;
21. 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 the provision

- of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning;
and,
22. 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. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planned Unit Development is hereby approved with the following required conditions:

- 1. Retention of the building sizes labeled in square feet on the Final PUD Site Plan;
- 2. Revision of the Final PUD Site Plan to depict the rights-of-way along Schillinger Road South and Thomas Road, as finalized with the associated subdivision request;
- 3. Provision of the lot sizes labeled in square feet and acres on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request, or provision of a table with the same information on the Final PUD Site Plan;
- 4. Revision of the Final PUD Site Plan to depict compliance with the off-street parking requirements of Article 3, Section 64-3-12.A. of the UDC, along with the provision of a table listing the number of required and provided parking spaces;
- 5. Revision of the Final PUD Site Plan to illustrate curbing and/or wheel stops demonstrating how vehicles will be prevented from encroaching beyond designated parking areas;
- 6. Provision of a note on the Final PUD Site Plan stating any required parking lot lighting will comply with the illumination standards of Article 3, Section 64-3-9.C. of the UDC and, if applicable, provision of a photometric plan at the time of permitting illustrating compliance with these standards;
- 7. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking provisions of Article 3, Section 64-3-12.A.9. of the UDC, including the minimum number and location requirements;

8. Revision of the Final PUD Site Plan to illustrate compliance with the off-street facilities standards of Section 64-3- 12.B;
9. If applicable, revision of the Final PUD Site Plan to illustrate compliance with the vehicle stacking standards of Article 4, Section 64-4-6 of the UDC;
10. Revision of the Final PUD Site Plan to depict compliance with the on-site traffic circulation and maneuverability requirements of Article 3, Section 64-3-12 of the UDC;
11. Revision of the Final PUD Site Plan to illustrate the front, side, and rear yard setback standards of Article 2, Section 64-2-14.E. of the UDC;
12. Provision of a note on the Final PUD Site Plan stating the site will comply with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, along with the provision of a detailed landscape plan at the time of permitting illustrating compliance with these requirements;
13. Provision of a separate site plan reflecting a comprehensive layout of the existing PUD overlaid with the proposed development;
14. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC, or provision of a note stating curbside waste collection will be utilized;
15. Placement of a note on the Final PUD site plan stating future development or redevelopment of the properties may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
16. Completion of the subdivision process;
17. Compliance with all Engineering comments noted in the staff report;
18. Compliance with all Traffic Engineering comments noted in the staff report;
19. Compliance with all Urban Forestry comments noted in the staff report;
20. Compliance with all Fire Department comments noted in the staff report;
21. 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 the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
22. 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 19th day of August, 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 23rd day of July, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **685 Schillinger Road South**.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on **September 6, 2012**. The owner of said property has applied for a Major Modification of the PUD **allowing shared access and parking between multiple building sites, to allow construction of a drive-thru coffee shop with shared access and parking between multiple building sites**. If approved, the Major Modification will **allow construction of a drive-thru coffee shop with shared access and parking between multiple building sites** subject to the following proposed conditions: 1. Retention of the building sizes labeled in square feet on the Final PUD Site Plan; 2. Revision of the Final PUD Site Plan to depict the rights-of-way along Schillinger Road South and Thomas Road, as finalized with the associated subdivision request; 3. Provision of the lot sizes labeled in square feet and acres on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request, or provision of a table with the same information on the Final PUD Site Plan; 4. Revision of the Final PUD Site Plan to depict compliance with the off-street parking requirements of Article 3, Section 64-3-12.A. of the UDC, along with the provision of a table listing the number of required and provided parking spaces; 5. Revision of the Final PUD Site Plan to illustrate curbing and/or wheel stops demonstrating how vehicles will be prevented from encroaching beyond designated parking areas; 6. Provision of a note on the Final PUD Site Plan stating any required parking lot lighting will comply with the illumination standards of Article 3, Section 64-3-9.C. of the UDC and, if applicable, provision of a photometric plan at the time of permitting illustrating compliance with these standards; 7. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking provisions of Article 3, Section 64-3-12.A.9. of the UDC, including the minimum number and location requirements; 8. Revision of the Final PUD Site Plan to illustrate compliance with the off-street facilities standards of Section 64-3- 12.B; 9. If applicable, revision of the Final PUD Site Plan to illustrate compliance with the vehicle stacking standards of Article 4, Section 64-4-6 of the UDC; 10. Revision of the Final PUD Site Plan to depict compliance with the on-site traffic circulation and maneuverability requirements of Article 3, Section 64-3-12 of the UDC; 11. Revision of the Final PUD Site Plan to illustrate the front, side, and rear yard setback standards of Article 2, Section 64-2-14.E. of the UDC; 12. Provision of a note on the Final PUD Site Plan stating the site will comply with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, along with the provision of a detailed landscape plan at the time of permitting illustrating compliance with these requirements; 13. Provision of a separate site plan reflecting a comprehensive layout of the existing PUD overlaid with the proposed development; 14. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC, or provision of a note stating curbside waste collection will be utilized; 15. Placement of a note on the Final PUD site plan stating future development or redevelopment of the properties may require additional modifications of the PUD to be approved by the Planning Commission and City Council; 16. Completion of the subdivision process;

17. Compliance with all Engineering comments noted in the staff report; 18. Compliance with all Traffic Engineering comments noted in the staff report; 19. Compliance with all Urban Forestry comments noted in the staff report; 20. Compliance with all Fire Department comments noted in the staff report; 21. 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 the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 22. 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

WHEREAS, a Planned Unit Development was approved on September 6, 2012, allowing shared access and parking between multiple building sites located at 685 Schillinger Road South and described as follows:

LOT A, RESUBDIVISION OF LOT 4, SCHILLINGER TOWNE CENTRE, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 127, PAGE 118, OF THE RECORDS OF THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

BEING ALSO DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3, SCHILLINGER TOWNE CENTRE, AS RECORDED IN MAP BOOK 72, PAGE 21, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, RUN NORTH 89 DEGREES 35 MINUTES 09 SECONDS EAST, ALONG THE SOUTH LINE OF THOMAS ROAD (50 FOOT RIGHT OF WAY) AND ALONG THE NORTH BOUNDARY OF LOT A, RESUBDIVISION OF LOT 4, SCHILLINGER TOWNE CENTRE, AS RECORDED IN MAP BOOK 127, PAGE 118, SAID PROBATE RECORDS, A DISTANCE OF 901.14 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE AND ALONG SAID NORTH BOUNDARY RUN SOUTH 88 DEGREES 59 MINUTES 22 SECONDS EAST, 74.91 FEET; THENCE ALONG THE BOUNDARY OF SAID LOT A AS FOLLOWS: SOUTH 00 DEGREES 17 MINUTES 53 SECONDS WEST, 174.80 FEET; NORTH 89 DEGREES 54 MINUTES 57 SECONDS WEST, 74.82 FEET; SOUTH 00 DEGREES 13 MINUTES 13 SECONDS WEST, 418.23 FEET; NORTH 89 DEGREES 46 MINUTES 47 SECONDS WEST, 50 FEET; SOUTH 00 DEGREES 30 MINUTES 34 SECONDS WEST, 77.54 FEET; SOUTH 11 DEGREES 16 MINUTES 54 SECONDS WEST 40.33 FEET; SOUTH 08 DEGREES 52 MINUTES 38 SECONDS WEST, 21.61 FEET; SOUTH 00 DEGREES 25 MINUTES 56 SECONDS WEST, 51.75 FEET; SOUTH 07 DEGREES 59 MINUTES 43 SECONDS WEST, 98.38 FEET; SOUTH 48 DEGREES 58 MINUTES 51 SECONDS WEST, 52 FEET; SOUTH 29 DEGREES 09 MINUTES 01 SECONDS WEST, 27.86 FEET; SOUTH 09 DEGREES 18 MINUTES 32 SECONDS WEST, 19.44 FEET; SOUTH 26 DEGREES 32 MINUTES 36 SECONDS EAST, 27.95 FEET; SOUTH 41 DEGREES 46 MINUTES 39 SECONDS EAST, 45.33 FEET; SOUTH 45 DEGREES 07 MINUTES 44 SECONDS EAST, 28.96 FEET; SOUTH 06 DEGREES 15 MINUTES 47 SECONDS EAST, 53.8 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF OLD GOVERNMENT STREET ROAD (50 FOOT RIGHT OF WAY); THENCE SOUTH 84 DEGREES 36 MINUTES 24 SECONDS WEST, ALONG SAID NORTH LINE AND ALONG THE SOUTH BOUNDARY OF SAID LOT A, A DISTANCE OF 18 FEET; THENCE ALONG THE BOUNDARY OF SAID LOT A, RUN NORTH 06 DEGREES 15 MINUTES 47 SECONDS WEST, 48.25 FEET; NORTH 45 DEGREES 07 MINUTES 44 SECONDS WEST, 166.26 FEET; NORTH 00 DEGREES 16 MINUTES 06 SECONDS EAST, 196.21 FEET; NORTH 89 DEGREES 43 MINUTES 54

SECONDS WEST, 188.5 FEET; NORTH 00 DEGREES 16 MINUTES 06 SECONDS EAST, 21 FEET TO A POINT ON THE SOUTH FACE OF THE WALL FOR AN EXISTING BUILDING CURRENTLY OCCUPIED BY WALMART; THENCE NORTH 89 DEGREES 43 MINUTES 54 SECONDS WEST, ALONG THE SOUTH FACE OF SAID WALL AND A PROJECTION THEREOF, A DISTANCE OF 65 FEET; THENCE CONTINUING ALONG THE BOUNDARY OF SAID LOT A RUN SOUTH 85 DEGREES 48 MINUTES 18 SECONDS WEST, 75.21 FEET; NORTH 89 DEGREES 26 MINUTES 38 SECONDS WEST, 99 FEET; SOUTH 00 DEGREES 13 MINUTES 13 SECONDS WEST, 56 FEET; NORTH 89 DEGREES 46 MINUTES 47 SECONDS WEST, 87.39 FEET; SOUTH 00 DEGREES 13 MINUTES 13 SECONDS WEST, 28 FEET; NORTH 89 DEGREES 46 MINUTES 47 SECONDS WEST, 425.23 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SCHILLINGER ROAD; THENCE NORTH 00 DEGREES 04 MINUTES 20 SECONDS WEST, ALONG SAID EAST RIGHT OF WAY LINE AND ALONG THE WEST BOUNDARY OF SAID LOT A, A DISTANCE OF 585.48 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 55 SECONDS EAST, ALONG THE SOUTH BOUNDARY OF SAID LOT 3 AND THE NORTH BOUNDARY OF SAID LOT A, A DISTANCE OF 204.06 FEET; THENCE NORTH 45 DEGREES 14 MINUTES 50 SECONDS EAST, ALONG A BOUNDARY OF SAID LOT 3 AND A BOUNDARY OF SAID LOT A, A DISTANCE OF 56.58 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 58 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 3 AND THE WEST LINE OF SAID LOT A, A DISTANCE OF 165.52 FEET TO THE POINT OF BEGINNING.

WHEREAS, on April 29, 2025, the owner of said property applied for a Major Modification of the Planned Unit Development **allowing shared access and parking between multiple building sites, to allow construction of a drive-thru coffee shop with shared access and parking between multiple building sites.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on June 12, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Retention of the building sizes labeled in square feet on the Final PUD Site Plan;
2. Revision of the Final PUD Site Plan to depict the rights-of-way along Schillinger Road South and Thomas Road, as finalized with the associated subdivision request;
3. Provision of the lot sizes labeled in square feet and acres on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request, or provision of a table with the same information on the Final PUD Site Plan;
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6. Provision of a note on the Final PUD Site Plan stating any required parking lot lighting will comply with the illumination standards of Article 3, Section 64-3-9.C. of the UDC

- and, if applicable, provision of a photometric plan at the time of permitting illustrating compliance with these standards;
7. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking provisions of Article 3, Section 64-3-12.A.9. of the UDC, including the minimum number and location requirements;
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 11. Revision of the Final PUD Site Plan to illustrate the front, side, and rear yard setback standards of Article 2, Section 64-2-14.E. of the UDC;
 12. Provision of a note on the Final PUD Site Plan stating the site will comply with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, along with the provision of a detailed landscape plan at the time of permitting illustrating compliance with these requirements;
 13. Provision of a separate site plan reflecting a comprehensive layout of the existing PUD overlaid with the proposed development;
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 15. Placement of a note on the Final PUD site plan stating future development or redevelopment of the properties may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
 16. Completion of the subdivision process;
 17. Compliance with all Engineering comments noted in the staff report;
 18. Compliance with all Traffic Engineering comments noted in the staff report;
 19. Compliance with all Urban Forestry comments noted in the staff report;
 20. Compliance with all Fire Department comments noted in the staff report;
 21. 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 the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
 22. 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. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;

- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planned Unit Development is hereby approved with the following required conditions:

1. Retention of the building sizes labeled in square feet on the Final PUD Site Plan;
2. Revision of the Final PUD Site Plan to depict the rights-of-way along Schillinger Road South and Thomas Road, as finalized with the associated subdivision request;
3. Provision of the lot sizes labeled in square feet and acres on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request, or provision of a table with the same information on the Final PUD Site Plan;
4. Revision of the Final PUD Site Plan to depict compliance with the off-street parking requirements of Article 3, Section 64-3-12.A. of the UDC, along with the provision of a table listing the number of required and provided parking spaces;
5. Revision of the Final PUD Site Plan to illustrate curbing and/or wheel stops demonstrating how vehicles will be prevented from encroaching beyond designated parking areas;
6. Provision of a note on the Final PUD Site Plan stating any required parking lot lighting will comply with the illumination standards of Article 3, Section 64-3-9.C. of the UDC and, if applicable, provision of a photometric plan at the time of permitting illustrating compliance with these standards;
7. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking provisions of Article 3, Section 64-3-12.A.9. of the UDC, including the minimum number and location requirements;
8. Revision of the Final PUD Site Plan to illustrate compliance with the off-street facilities standards of Section 64-3- 12.B;
9. If applicable, revision of the Final PUD Site Plan to illustrate compliance with the vehicle stacking standards of Article 4, Section 64-4-6 of the UDC;
10. Revision of the Final PUD Site Plan to depict compliance with the on-site traffic circulation and maneuverability requirements of Article 3, Section 64-3-12 of the UDC;
11. Revision of the Final PUD Site Plan to illustrate the front, side, and rear yard setback standards of Article 2, Section 64-2-14.E. of the UDC;
12. Provision of a note on the Final PUD Site Plan stating the site will comply with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, along with the provision of a detailed landscape plan at the time of permitting illustrating compliance with these requirements;
13. Provision of a separate site plan reflecting a comprehensive layout of the existing PUD overlaid with the proposed development;

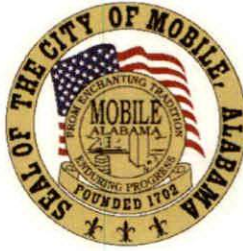
14. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC, or provision of a note stating curbside waste collection will be utilized;
15. Placement of a note on the Final PUD site plan stating future development or redevelopment of the properties may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
16. Completion of the subdivision process;
17. Compliance with all Engineering comments noted in the staff report;
18. Compliance with all Traffic Engineering comments noted in the staff report;
19. Compliance with all Urban Forestry comments noted in the staff report;
20. Compliance with all Fire Department comments noted in the staff report;
21. 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 the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
22. 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

**Mike Tierney, Brew Horizons, LLC
(Jason Panicaro, HFA-AE, Agent)
Resubdivision of Lot 4 Schillinger Towne Center, Resubdivision of Lot A
685 Schillinger Road South
Council District 6
Josh Woods**



THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

July 8, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **June 12, 2025**, considered the request of **Mike Tierney, Brew Horizons, LLC (Jason Panicaro, HFA-AE, Agent)**, for a Major Modification of a previously approved Planned Unit Development (PUD) allowing shared access and parking between multiple building sites, to allow construction of a drive-thru coffee shop with shared access and parking between multiple building sites, for the property located at **685 Schillinger Road South**.

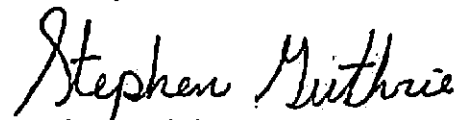
After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Retention of the building sizes labeled in square feet on the Final PUD Site Plan;
2. Revision of the Final PUD Site Plan to depict the rights-of-way along Schillinger Road South and Thomas Road, as finalized with the associated subdivision request;
3. Provision of the lot sizes labeled in square feet and acres on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request, or provision of a table with the same information on the Final PUD Site Plan;
4. Revision of the Final PUD Site Plan to depict compliance with the off-street parking requirements of Article 3, Section 64-3-12.A. of the UDC, along with the provision of a table listing the number of required and provided parking spaces;
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9. If applicable, revision of the Final PUD Site Plan to illustrate compliance with the vehicle stacking standards of Article 4, Section 64-4-6 of the UDC;
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11. Revision of the Final PUD Site Plan to illustrate the front, side, and rear yard setback standards of Article 2, Section 64-2-14.E. of the UDC;
12. Provision of a note on the Final PUD Site Plan stating the site will comply with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, along with the provision of a detailed landscape plan at the time of permitting illustrating compliance with these requirements;
13. Provision of a separate site plan reflecting a comprehensive layout of the existing PUD overlaid with the proposed development;
14. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC, or provision of a note stating curbside waste collection will be utilized;
15. Placement of a note on the Final PUD site plan stating future development or redevelopment of the properties may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
16. Completion of the subdivision process;
17. Compliance with all Engineering comments noted in the staff report;
18. Compliance with all Traffic Engineering comments noted in the staff report;
19. Compliance with all Urban Forestry comments noted in the staff report;
20. Compliance with all Fire Department comments noted in the staff report;
21. 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 the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
22. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,



Stephen Guthrie

Deputy Director, Planning & Zoning Department

maf

Attachments



Letter of Transmittal

To: 205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

Att: Logan Anderson

Phone: (251) 208-5895

Date: Monday, July 7, 2025

Project No: 12-24-80008

Project: 7 Brew Mobile PUD Modification City Council
SUB-003332-2025 & MOD-003333-2025

Subject: 7 Brew Mobile MOD-003333-2025

Please find the following items for your use with the above referenced project. If you have any questions, please let us know.

Contents:

1 Check for City Council Advertising fee
--

If enclosed are not as noted, please notify our office immediately.

Sincerely,

Megan Broderick
Permit Administrator
479-273-7780,505
megan.broderick@hfa-ae.com

Shipping Method: Overnight



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 16, 2025

Mike Tierney
Brew Horizons, LLC
2000 West Park Drive
Suite 130
Westborough, Massachusetts 01581

Re: 685 Schillinger Road South
MOD-003333-2025
Resubdivision of Lot 4 Schillinger Towne Center, Resubdivision of Lot A
Mike Tierney, Brew Horizons, LLC (Jason Panicaro, HFA-AE, Agent)
District 6
Major Modification of a previously approved Planned Unit Development allowing shared access and parking between multiple building sites, to allow construction of a drive-thru coffee shop with shared access and parking between multiple building sites.

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

At its meeting on June 12, 2025, the Planning Commission considered the above referenced application.

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

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

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

1. Retention of the building sizes labeled in square feet on the Final PUD Site Plan;
2. Revision of the Final PUD Site Plan to depict the rights-of-way along Schillinger Road South and Thomas Road, as finalized with the associated subdivision request;
3. Provision of the lot sizes labeled in square feet and acres on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request, or provision of a table with the same information on the Final PUD Site Plan;
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17. Compliance with all Engineering comments noted in the staff report;
18. Compliance with all Traffic Engineering comments noted in the staff report;
19. Compliance with all Urban Forestry comments noted in the staff report;
20. Compliance with all Fire Department comments noted in the staff report;

June 16, 2025

21. 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 the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
22. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$1,193.20**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

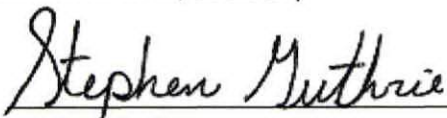
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Stephen Guthrie

Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

May 21, 2025

PUBLIC HEARING NOTICE



Re: 685 Schillinger Road South

MOD-003333-2025

Resubdivision of Lot 4 Schillinger Towne Center, Resubdivision of Lot A

Mike Tierney, Brew Horizons, LLC (Jason Panicaro, HFA-AE, Agent)

District 6

Major Modification of a previously approved Planned Unit Development allowing shared access and parking between multiple building sites, to allow construction of a drive-thru coffee shop with shared access and parking between multiple building sites.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, June 12, 2025, at 2:00 p.m. to consider your above referenced application.

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

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

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

Planning & Zoning/City of Mobile

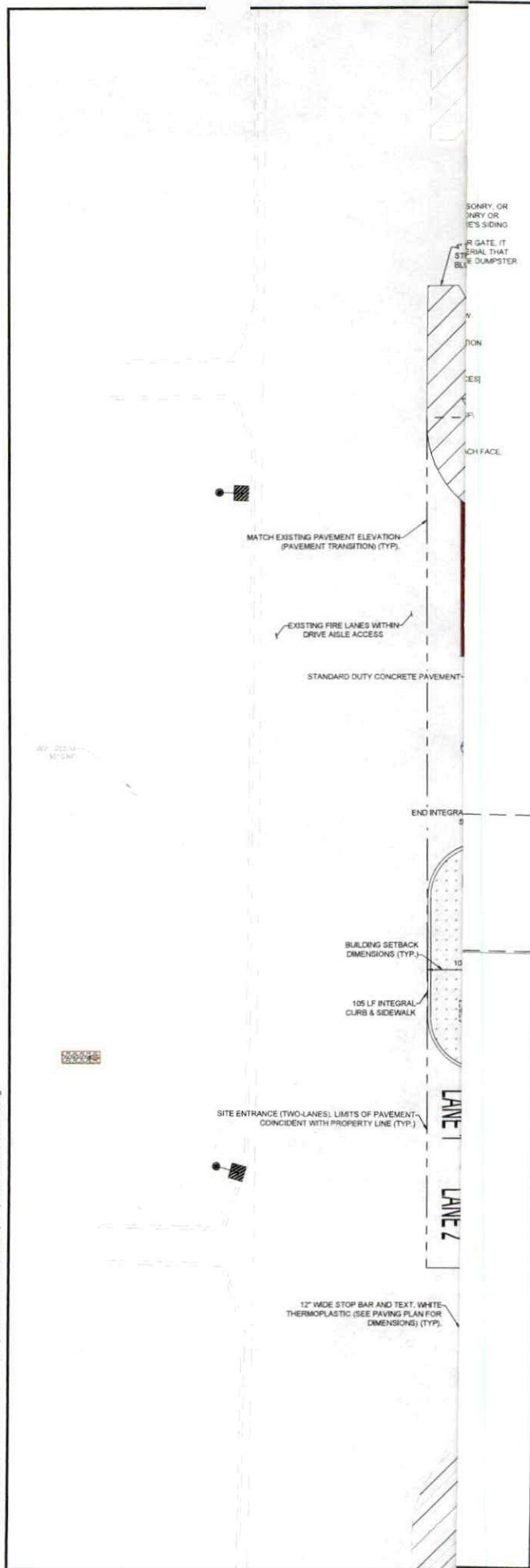
P.O. Box 1827

Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, June 11, 2025, to allow adequate time for the Commission members to review the information.

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

Apr17, 2025 - 1:27pm - User mike buiter
H:\1212-24-80008 BH - 7 Brew - Mobile - AL\04-Design\CHRD\DWG\2025-02-27 (OTP)\12-24-80008-SHEET.dwg



PROPOSED LEGEND

	PROPERTY LINE
	EASEMENTS - SEE SURVEY PLAN SHEET
	PROPOSED 6\"/>
	BUILDING OVERHANG
	ADA PAVEMENT MARKINGS (SEE NOTES)
	PARKING COUNT
	BOLLARD
	WHEEL STOP
	PROPOSED MUTCD SIGNAGE (SEE NOTES)
	PROPOSED PAVEMENT MARKINGS (SEE PAVING PLAN AND NOTES BELOW)
	PROPOSED PASS THRU PAVEMENT MARKINGS (SEE PAVING PLAN AND NOTES BELOW)
	PROPOSED STOP BAR LINE PAVEMENT MARKINGS (SEE PAVING PLAN AND NOTES BELOW)
	PROPOSED SEWER CLEANOUT STRUCTURES (SEE UTILITY PLAN)
	GREASE TRAP STRUCTURES (SEE MEP PLUMBING DETAILS)
	PROPOSED SITE LIGHT LOCATIONS APPROXIMATE (SEE MEP ELECTRICAL PLANS)
	MISC. PROPOSED DRAINAGE STRUCTURES (SEE GRADING/DRAINAGE PLANS)
	WATER SERVICE STRUCTURES (SEE UTILITY PLAN)
	PROPOSED STANDARD DUTY ASPHALT CONCRETE PAVEMENT (SEE SITE DETAILS)
	PROPOSED STANDARD DUTY CONCRETE PAVEMENT (SEE SITE DETAILS)
	PROPOSED HEAVY DUTY CONCRETE PAVEMENT (SEE SITE DETAILS)
	PROPOSED CONCRETE SIDEWALK PAVEMENT (SEE SITE DETAILS)
	LANDSCAPE AREA (SEE LANDSCAPE PLAN)

SHEET NOTES

1. REFER TO SITE DETAILS.
2. REFER TO PAVING PLAN FOR SITE LAYOUT AND DIMENSIONS.
3. REFER TO SITE LIGHTING PLAN FOR ADDITIONAL INFORMATION ON LIGHTING AND TRANSFORMER PAD DETAIL.
4. REFER TO ARCHITECTURAL PLANS FOR TRASH ENCLOSURE DETAILS.
5. REFER TO GRADING PLAN FOR ADDITIONAL DRAINAGE DETAIL.
6. REFER TO LANDSCAPE PLAN FOR ADDITIONAL DETAIL.
7. REFER TO ARCHITECTURAL PLANS FOR DETAILS ON WAYFINDING SIGNAGE.

EXISTING LEGEND

	PROPERTY LINE/R.O.W.
	LOT LINE
	EASEMENT LINE
	FENCE
	WATERMAIN
	FORCEMAIN
	REUSE WATERMAIN
	SANITARY SEWER
	STORM PIPE
	BURIED ELECTRIC
	BURIED FIBER
	BURIED TELEPHONE
	BURIED CASING/CONDUIT
	BURIED TV
	BURIED CABLE
	BURIED GAS
	OVERHEAD ELECTRIC
	STORM STRUCTURE
	SANITARY MANHOLE
	SANITARY CLEANOUT
	FIRE HYDRANT
	VALVE
	METER
	POWER POLE
	GUY WIRE
	BENCHMARK
	MONUMENT
	LIGHT
	SIGN

SURVEY PROVIDED BY:

US SURVEYOR
4809 RIVERWIND POINTE DRIVE
EVANSVILLE, INDIANA 47715
800-467-6783
PROJ. 5559958.DWG
DATED: JANUARY 17, 2025.

HARRISON FRENCH
& ASSOCIATES, PLLC
HFA
1705 S. Walton Blvd, Suite 3
Bentonville, Arkansas 72712
t 479 273 7780
f 888 520 9685
www.hfa-ae.com

STIPULATION FOR REUSE
THIS DRAWING WAS PREPARED FOR USE ON THE PROJECT IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF HARRISON FRENCH & ASSOCIATES, PLLC. ANY REUSE OF THIS DRAWING FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF HARRISON FRENCH & ASSOCIATES, PLLC, IS STRICTLY PROHIBITED. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE USER. THE USER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE DRAWING FROM LOSS, THEFT, OR DESTRUCTION. THE USER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE DRAWING FROM UNAUTHORIZED REPRODUCTION AND MAY BE SUBJECT TO THE LAW.

7 BREW COFFEE
BREW HORIZONS, LLC.
885 SCHILLINGER ROAD
MOBILE, AL 36685

PROJ. NUMBER 12-24-80008

ISSUE BLOCK		
▲	TITLE	DATE
	OTP	04/21/2025

DOCUMENT DATE: 04/17/2025
CHECKED BY: JP
DRAWN BY: MPB

PRELIMINARY
SITE PLAN
SHEET
C4.0



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:	Mike Tierney	Jason Panicaro
Firm:	Brew Horizons, LLC	HFA- AE
Phone:	508-561-4903	479-360-6286
Email:	mtierney@brew-horizons.com	jason.panicaro@hfa-ae.com
Address:	2000 West Park Drive, Suite 130 Westborough, MA 01581	1705 S. Walton Blvd., Ste 3 Bentonville, AR 72712

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:	BRICK WALK ASSOCIATES WOS LLC, PINE TREE C/O KLEBAN PROPERTIES LLC	Mike Butler
Firm:	& WALMART PROPERTY TAX DEPARTMENT	HFA-AE
Phone:		508-803-0162
Email:		mike.butler@hfa-ae.com
Address:	PO BOX 8050 MS 0555 Bentonville, AR 72716	1705 S. Walton Blvd., Ste 3 Bentonville, AR 72712

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

685 Schillinger Road S, Mobile, AL 33695 0.140 AC
 Property Address Property Area (acres or square feet)
 02769846
 Parcel Number(s) or Key Number(s)
 B-3 Community Business
 Present Zoning or Transect District Proposed Zoning or Transect District (if applicable)

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

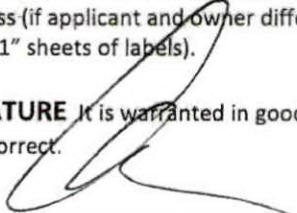
This requirement applies to any of the following applications:

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

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

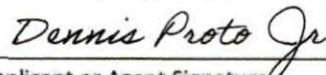
4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information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

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


 Owner Signature Date
 04-14-2025
 4-21-25
 Applicant or Agent Signature (if applicable) Date

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

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


 Applicant or Agent Signature Date
 4-21/25

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 area is zoned for commercial development. The FLUM has the parcel designated as district center. There are other quick service restaurants located in close proximity to the proposed location.

District Center

Future Land Use Map (FLUM) Designation

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

Other quick service restaurants with drive-thrus are close by.

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

7 Brew utilizes a dual lane model to increase efficiency. Operations has the unique opportunity to streamline customer service and be more efficient, allowing for better workflow management. Shorter ticket times creates shorter queues and a better traffic flow than competitors

On average we have between 10-16 cars in our queue and the double drive-thru approach allows that to be spread between both lanes, alleviating traffic congestion concerns. All orders are taken by our staff members – there are no menu boards or speakers to place orders with which leads to a personalized and friendly customer experience.

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

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

☒ Yes ☐ No

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised February 2023

6. Please provide the following information:

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

Location is currently part of the Walmart parking lot with no existing structures on it.

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

6 evergreen shrubs and 1 redbud tree will screen dumpster along sides, 2 tulip poplar trees will be placed near the entrance of the site along with ground cover. Landscape sheets are provided with site plan for reference.

- ☐ Lighting:

Site will comply with all applicable lighting code requirements

- ☐ Hours of operation:

5:30am to 11pm

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

7 Brew is a drive-thru only concept meaning there is no interior ordering or dining

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.

All utilities will be located underground to limit any elements that may be noxious or offensive.

During construction the contractor is required to adhere to the demolition and erosion control plans, which include dust control, a construction entrance, and a concrete washout area.

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.

7 Brew is a rapidly growing coffee brand that is revolutionizing how customers experience drive-thru coffee service and think about their morning [and afternoon] energy boost.

7 Brew is a drive-thru coffee concept revolutionizing drive-thru drinks by highlighting a positive experience, hand-crafted beverages, and exceptional speed of service. These are the three pillars of success that separate us from our competitors.

Local Mobile residents can experience all that 7 Brew has to offer – a company that is fueled by its team and powered by its culture. Our goal when entering a new market is to be a positive contributor within the community and allow local residents the opportunity to build friendly relationships with our employees.

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised February 2023



City of Mobile • Planning & Zoning Subdivision Application

All of the necessary information for Subdivision approval, as required by the Subdivision Regulations, must be submitted with this application, otherwise, this application will not be considered for approval. Please submit:

- For hard copy submissions, SEVEN (7) copies of this application;
- For hard copy submissions, SEVEN (7) copies of the Engineer's / Surveyor's plats and Legal description;
- DIGITAL copy (DXF or DWG - AutoCAD 2007 compatible and PDF) of the Engineer's / Surveyor's plat; and
- Labels and copy of labels.
- Digital submissions are required by noon on the deadline filing date.

Fees

Standard Subdivision\$500 base fee +30 per lot + Mailing fee
Minor Subdivision Fee \$250 base fee + Mailing Fee
Computer usage fee\$1

[plus First Class Certified Mail with return postage fee for the applicant, property owner (if different from the applicant), and each adjacent property owner and each property owner directly across the street]

Please select the application type: ☒ Standard Subdivision ☐ Minor Subdivision

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:	Mike Tierney	Jason Panicaró
Firm:	Brew Horizons, LLC	HFA- AE
Phone:	508-561-4903	479-360-6286
Email:	mtierney@brew-horizons.com	jason.panicaro@hfa-ae.co
Address:	2000 West Park Drive, Suite 130 Westborough, MA 01581	1705 S. Walton Blvd., Ste 3 Bentonville, AR 72712
	Owner	Civil Engineer / Surveyor
Name:	BRICK WALK ASSOCIATES WOS LLC, PINE TREE C/O KLEBAN PROPERTIES LLC	Garrett Small
Firm:	& WALMART PROPERTY TAX DEPARTMENT	HFA- AE
Phone:		479-273-7780,461
Email:		garrett.small@hfa-ae.com
Address:	PO BOX 8050 MS 0555 Bentonville, AR 72716	1705 S. Walton Blvd., Ste 3 Bentonville, AR 72712

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

2. PROPERTY INFORMATION If annexes and bounds legal description, please attach.

RESUBDIVISION OF LOT 4 SCHILLINGER TOWNE CENTRE

Subdivision Name

Location

685 Schillinger Road S, Mobile, AL 33695

20.00 AC

Property Address

02769846

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)

B-3 Community Business

2

Present Zoning or Transect District

Mobile City Limits

Proposed Number of Lots

N/A

Section, Township, Range

Flood Zone

Sanitary facilities provided (Ex: City water and individual septic tanks): Mobile Area Water & Sewer Service

3. LABELS FOR NOTIFICATION Obtain the names and complete addresses of abutting property owners and property owners directly across the street from the subject property, 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.** Failure to provide a complete and accurate list will delay your request.

Please submit:

- ☐ Three (3) labels TYPED on a standard ADDRESS size (approximately 1" x 2-5/8") white self-adhesive label for EACH name and address (Please use 8-1/2" x 11" sheets of labels);
- ☐ Include three labels with the APPLICANT'S name and address, and OWNER'S name and address, if different from Applicant; and
- ☐ A photocopy of the typed labels must also be submitted (hard copy only).

4. 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

Dennis Proto Jr

Applicant or Agent Signature (if applicable)

Date

04-14-2025

4-21-25

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

Subdivision (Standard and Minor)

The following information is required to evaluate the application. Please provide all the following information as additional documentation.

- ☐ Seven (7) copies of completed application (Multiple copies for paper submissions only)
- ☐ Legal description of site in question (from deed or survey, not a tax assessment description)
- ☐ Seven (7) copies of preliminary plat for subdivision by a certified engineer or surveyor (Multiple copies for paper submission only)
- ☐ Digital copy (DXF or DWG - AutoCad 2007 compatible and PDF) of preliminary plat
- ☐ Three address labels for each property owner; three address labels for applicant; and if applicant and owner differ, three labels for owner
- ☐ Postage fee and notification fee for each property owner, applicant and/or owner. (please do not submit addressed envelopes or postage stamps)
- ☐ One photocopy of address labels (paper submission only)

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

Schillinger Town Center, LLC

P. O. Box 16167
Mobile, Alabama 36616

May 15, 2025

Logan Anderson
Principal Planner
City of Mobile

RE: 685 Schillinger Road, Mobile, AL 36695; PUD

Dear Mr. Anderson,

I am writing to you on behalf of Schillinger Town Center, LLC, the owner of Lot B of the Re-Subdivision of Lot 4, Schillinger Towne Centre. It is our understanding that Brick Walk Associates as the owner of Lot A is submitting a PUD modification to create an inlet within their parcel. Since such modification does not have any impact on our parcel, we do not wish to be an active participant in the application process. If you have any questions or need more information from me, please feel free to contact me. My email is kathy@burtonprop.com or my direct line is 251-380-7234.

Sincerely,



Kathy P. Sherman

cc: Ken Kleban



May 13, 2025

Logan Anderson
Planning & Zoning
205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

Regarding: 7 Brew Mobile (Schillinger) Major PUD Modification (MOD-003333-2025)
685 Schillinger S, Mobile, AL 36695
HFA Project Number: 12-24-80008

Mr. Anderson,

1. Please provide a signed agent authorization form (attached) from the property owner(s) authorizing Mike Tierney with Brew Horizons, LLC and/or Jason Panicaró with HFA-AE to submit the Major Modification application on their behalf. If the property owner is a company, then we'll also need proof that the person signing the authorization form is associated with the company (e.g. Article of Incorporation naming them as an officer, a letter on official company letterhead naming them as an authorized company representative, etc.);
Response: Acknowledged. Forms have been completed and signed by the property owner.
2. Labels are missing from the provided Word document. For Major Modification applications, we are required to send notices to all property owners within 300 feet of the subject property. In performing a "Near Me" report using the city's public GIS map (attached), there are more property owners than were listed on the provided labels. Please note that, unlike Subdivision applications, public hearing notices for Major Modifications are not sent certified, so we only need one label for each nearby property owner, the applicants, the agents, etc.;
Response: Acknowledged. Labels for all properties have been added.
3. Please provide a site plan showing the entire PUD property. What was submitted only details the proposed project; and,
Response: Acknowledged. The preliminary plat has been updated to include the entire property.
4. Once the additional site plan has been prepared, please provide the DWG AutoCAD files for the overall site plan and the detailed site plan to our GIS staff (Marine Karapetyan and Tori Aamoth have been copied here for your convenience);
Response: Acknowledged. Preliminary plat AutoCAD and DWG files have been included in resubmittal package.

Sincerely,
Harrison French & Associates

BRICK WALK ASSOCIATES WOS B, LLC

May 13, 2025

City of Mobile
205 Government Street
Mobile, AL 36633

To Whom it May Concern:

This letter is to confirm that Kenneth Kleban is the President and Manager of Brick Walk Associates WOS B, LLC and is authorized to sign the letter of authorization

Thank you,



Kenneth M. Kleban



Corporate Letter of Authorization

I, Kenneth Kleban, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of BRICK WALK ASSOCIATES WOS LLC, PINE TE, a corporation for the property located within the city limits of Mobile, Alabama at 685 Schillinger S Mobile, AL 36695.

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.

Mike Tierney
Designee (1)

mtierney@transcendentbrandsco.com
Email

508-561-4903
Phone Number

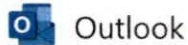

Signature of Company Owner

Jason Panicaro
Designee (2)

jason.panicaro@hfa-ae.com
Email

479-360-6286
Phone Number

5/13/25
Date



7 Brew Major PUD Modification (MOD-003333-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>

Date Mon 5/12/2025 3:51 PM

To dave.wilgus@hfa-ae.com <dave.wilgus@hfa-ae.com>

Cc Rogers, Payton <payton.rogers@cityofmobile.org>; French, Michelle <michelle.french@cityofmobile.org>; Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamothe, Victoria <victoria.aamothe@cityofmobile.org>

 2 attachments (681 KB)

Near Me Report.pdf; PZOwnerandCorporateLetterofAuthorization-Fillable.pdf;

Good afternoon,

Staff has completed its review of the above Major Modification of a previously approved Planned Unit Development (PUD). The following must be addressed before the application can be considered complete and placed on an agenda:

1. Please provide a signed agent authorization form (attached) from the property owner(s) authorizing Mike Tierney with Brew Horizons, LLC and/or Jason Panicaro with HFA-AE to submit the Major Modification application on their behalf. If the property owner is a company, then we'll also need proof that the person signing the authorization form is associated with the company (e.g. Article of Incorporation naming them as an officer, a letter on official company letterhead naming them as an authorized company representative, etc.);
2. Labels are missing from the provided Word document. For Major Modification applications, we are required to send notices to all property owners within 300 feet of the subject property. In performing a "Near Me" report using the city's public GIS map (attached), there are more property owners than were listed on the provided labels. Please note that, unlike Subdivision applications, public hearing notices for Major Modifications are not sent certified, so we only need one label for each nearby property owner, the applicants, the agents, etc.;
3. Please provide a site plan showing the entire PUD property. What was submitted only details the proposed project; and,
4. Once the additional site plan has been prepared, please provide the DWG AutoCAD files for the overall site plan and the detailed site plan to our GIS staff (Marine Karapetyan and Tori Aamothe have been copied here for your convenience);

Once the above items have been addressed, an invoice can be issued for the application fees to be processed. It is important to note that the application will not be considered complete until all of the above have been addressed and fees have been processed. If completed by **no later than noon on 05/15/2025** the application will be considered complete and placed on the agenda for the 06/12/2025 Planning Commission meeting. If you are not able to meet the above deadline the application will be heldover until such time as it is made complete.

Should you have any questions or concerns please don't hesitate to reach out.

5/12/25, 3:52 PM

Mail - Anderson, Logan - Outlook

Thank You,
Logan Anderson
Principal Planner
Planning & Zoning



dlogananderson@cityofmobile.org

(251) 208-5895 main



Plan Submission Contact Information

Name of Project 7 Brew Mobile Schillinger
Address 685 Schillinger S Mobile, AL 36695

Owner BRICK WALK ASSOCIATES WOS LLC, PINE TREE C/O KLEBAN PROPERTIES LLC & WALMART PROPERTY TAX DEPARTMENT
Address PO BOX 8050 MS 0555 BENTONVILLE , AR Zip Code 72716
Phone _____ Fax _____ Email jason.panicaro@hfa-ae.com

Authorized Agent Jason Panicaro
Address 1705 S. Walton Blvd., Ste 3 Bentonville, AR Zip Code 72712
Phone 479-360-6286 Fax _____ Email _____

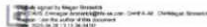
Contractor Unknown at this time
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____

Civil Engineer Garett Smalls
Address 1705 S. Walton Blvd., Ste 3 Bentonville, AR Zip Code 72712
Phone 479-360-6267 Fax _____ Email garrett.small@hfa-ae.com

Architect James Mann
Address 1705 S. Walton Blvd., Ste 3 Bentonville, AR Zip Code 72712
Phone 479-273-7780,305 Fax _____ Email james.mann@hfa-ae.com

Submitted by:

Megan Broderick



Megan Broderick

Signature

4/28/2025

Date

Print

Permit Administrator HFA

Affiliation to project/Organization



SAMUEL L. JONES
MAYOR

CITY OF MOBILE

MOBILE CITY PLANNING COMMISSION LETTER OF DECISION

September 12, 2012

OFFICE OF THE CITY COUNCIL
COUNCIL MEMBERS

REGGIE COPELAND, SR.
PRESIDENT DISTRICT 5

FREDRICK D. RICHARDSON, JR.
VICE PRESIDENT DISTRICT 1

WILLIAM C. CARROLL, JR.
DISTRICT 2

JERMAINE A. BURRELL
DISTRICT 3

JOHN C. WILLIAMS
DISTRICT 4

BESS RICH
DISTRICT 6

GINA GREGORY
DISTRICT 7

CITY CLERK
LISA C. LAMBERT

The Guardian Life Insurance Company of America
c/o Folmār and Associates
P.O. Box 16765
Mobile, AL 36616

Re: Case #SUB2012-00079 (Subdivision)
Schillinger Towne Centre Subdivision, Re-subdivision of Lot 4
595 & 685 Schillinger Road South
(South side of Thomas Road, 240'± East of Schillinger Road South extending to the North side of
Old Government Street Road, 240'± East of Schillinger Road South)
Number of Lots / Acres: 2 Lots / 27.0± Acres
Engineer / Surveyor: Rowe Surveying & Engineers Co., Inc.
Council District 6

Dear Applicant(s):

At its meeting on September 6, 2012, the Planning Commission waived Sections V.D.1. and V.D.3. of the Subdivision Regulations and tentatively approved the above referenced subdivision subject to the following conditions:

- 1) illustration of the 25-foot minimum building setback along all road frontages;
- 2) retention on the Final Plat of the labeling of each lot with its size in square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
- 3) placement of a note on the Final Plat stating that the subdivision is limited to two curb-cuts to Schillinger Road (the southern driveway should be limited to a right-in, right-out only driveway), three curb-cuts to Thomas Road to be located within the area which is to be improved to County standards, and four curb-cuts to Old Government Street Road;
- 4) labeling of any required detention area as common area and the placement of a note on the Final Plat stating that the maintenance of the common area is the responsibility of the property owners;
- 5) placement of a note on the Final Plat stating that development of the site must be undertaken in compliance with all local, state, and federal regulations regarding endangered, threatened, or otherwise protected species;
- 6) compliance with Engineering comments: *"Provide all of the required information on the Final Plat (i.e. signature blocks, signatures, certification statements, legal description, required notes). A signature block and signature for the Traffic Engineering Department shall be placed on the Final Plat. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City*

P. O. BOX 1827 • MOBILE, ALABAMA 36633-1827

Schillinger Towne Centre Subdivision, Re-subdivision of Lot 4

September 7, 2012

Page 2

Code, Chapter 57, Article VIII). Any and all proposed development within the property lines will need to be in conformance with the Stormwater Management and Flood Control Ordinance (Mobile City Code, Chapter 17, Ordinance #65-007 & #65-045); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Stormwater Runoff Control. A complete set of construction plans for the site work (including drainage, utilities, grading, stormwater systems, paving) will be required to be submitted with the Land Disturbance permit. These plans are to be submitted and approved prior to beginning any of the construction work;"

- 7) compliance with Traffic Engineering comments: "Driveway number, size, location and design to be approved by Traffic Engineering and conform to AASHTO standards. Curb-cuts should be limited to the existing curb-cuts on all three roadway frontages. Taking into consideration an upcoming safety project on this section of the Schillinger Road corridor, the southern driveway should be limited to a right-in, right-out only driveway;"
- 8) compliance with Fire Department comments: "All projects within the City of Mobile Fire Jurisdiction must comply with the requirements of the 2009 International Fire Code, as adopted by the City of Mobile;"
- 9) verification that the required rear privacy fence, with permits, prior to signing the Final Plat; and,
- 10) submittal of two copies of a revised PUD site plan prior to signing the Final Plat.

After you have obtained all the necessary approval signatures and the plat has been recorded in the Mobile County Probate Office, seven copies of the recorded plat (including map book and page number) must be submitted to the Land Use Administration office. This procedure must be completed within one (1) year, or the Tentative Approval will expire.

It is also requested that a digital copy (DXF or DWG – AutoCAD 2007 compatible) of the final plat be submitted to the Land Use Administration office once the plat has been submitted to Probate for recording. This may be submitted on disk or via e-mail at travisz@cityofmobile.org.

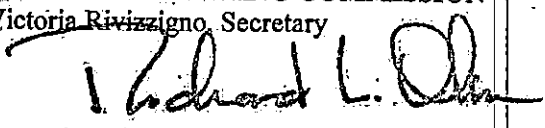
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Dr. Victoria Rivizzigno, Secretary

By:


Richard Olsen
Deputy Director of Planning

cc: Rowe Surveying & Engineering Co., Inc.



CITY OF MOBILE

MOBILE CITY PLANNING COMMISSION LETTER OF DECISION

SAMUEL L. JONES
MAYOR

September 12, 2012

OFFICE OF THE CITY COUNCIL
COUNCIL MEMBERS

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DISTRICT 3

JOHN C. WILLIAMS
DISTRICT 4

BESS RICH
DISTRICT 4

GINA GREGORY
DISTRICT 7

CITY CLERK
LISA C. LAMBERT

The Guardian Life Insurance Company of America
c/o Folmar and Associates
P.O. Box 16765
Mobile, AL 36616

**Re: Case #ZON2012-01880 (Planned Unit Development)
Schillinger Towne Centre Subdivision, Re-subdivision of Lot 4**

595 & 685 Schillinger Road South

(South side of Thomas Road, 240'± East of Schillinger Road South extending to the
North side of Old Government Street Road, 240'± East of Schillinger Road South)

Planned Unit Development Approval to allow shared access and parking between
multiple building sites.

Council District 6

Dear Applicant(s):

At its meeting on September 6, 2012, the Planning Commission considered for Planned Unit Development the site plan to allow shared access and parking between multiple building sites.

After discussion, it was decided to approve the above referenced Planned Unit Development subject to the following conditions:

- 1) illustration on the site plan the 25-foot minimum building setback line along all road frontages;
- 2) revision of the site plan to illustrate a 6-foot high wooden privacy fence along the rear (East) property line;
- 3) revision of the site plan to provide a dumpster, in compliance with Section 64-4.D.9. of the Zoning Ordinance, and with a compliant sanitary sewer connection, or the placement of a note on the site plan stating that trash collection will be curb-side or via private pick-up service;
- 4) revision of the site plan to depict compliance with frontage trees, to be coordinated with Urban Forestry and the square footage and percentages of total and frontage landscaping;
- 5) labeling of any required detention area as common area and the placement of a note on the site plan stating that the maintenance of the common area is the responsibility of the property owners;

P.O. BOX 1827 • MOBILE, ALABAMA 36633-1827

Schillinger Towne Centre Subdivision, Re-subdivision of Lot 4

September 7, 2012

Page 2

- 6) subject to the Engineering comments: *"Provide all of the required information on the Final Plat (i.e. signature blocks, signatures, certification statements, legal description, required notes). A signature block and signature for the Traffic Engineering Department shall be placed on the Final Plat. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). Any and all proposed development within the property lines will need to be in conformance with the Stormwater Management and Flood Control Ordinance (Mobile City Code, Chapter 17, Ordinance #65-007 & #65-045); the City of Mobile; Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Stormwater Runoff Control. A complete set of construction plans for the site work (including drainage, utilities, grading, stormwater systems, paving) will be required to be submitted with the Land Disturbance permit. These plans are to be submitted and approved prior to beginning any of the construction work;"*
- 7) compliance with Traffic Engineering comments: *"Driveway number, size, location and design to be approved by Traffic Engineering and conform to AASHTO standards. Curb-cuts should be limited to the existing curb-cuts on all three roadway frontages. Taking into consideration an upcoming safety project on this section of the Schillinger Road corridor, the southern driveway should be limited to a right-in, right-out only driveway;"*
- 8) subject to Fire Department comments: *"All projects within the City of Mobile Fire Jurisdiction must comply with the requirements of the 2009 International Fire Code, as adopted by the City of Mobile;"*
- 9) verification that the required rear privacy fence has been installed, with permits, prior to signing the Final Plat for the Subdivision; and,
- 10) submittal of two copies of a revised site plan prior to signing of the Final Plat for the Subdivision.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Dr. Victoria Rivizzigno, Secretary

By: _____

Richard Olsen

Deputy Director of Planning

cc: Rowe Surveying & Engineering Co., Inc.

Brick Walk Assoc. WOS LLC Pine Tree C/O Kleban Prop LLC & Walmart Tax Department PO 8050 Bentonville, AR 72716	Shorey Paul & Donna Shorey 955 N CHURCH ST SANTA ROSA BEACH, FL 32459	Southern Realestate A-Z LLC C/O VLADIMIR NOVIKOV 1600 ADEN RD MOBILE, AL 36695
Schillinger Town Center LLC C/O Burton Property Group LLC 41 W I65 Service Rd N Ste 310 Mobile, AL 36608	SHEPHERD JOHN 1610 ADEN RD MOBILE, AL 36695	1545 COLTER STREET 864 8TH ST MANHATTAN BEACH, CA 90266
Eastern Shore Holdings INC PO BOX 1357 Fairhope, AL 36533	TONY TIGER MOBILE LLC 3309 COLLINS LN LOUISVILLE, KY 40245	O BRIEN JEROME L & ANNE T PO BOX 6450 C/O WAFFLE HOUSE # 1303 NORCROSS, GA 30091
Mills William W JR, Timothy Hahn Mills 4625 Shannon CIR Pensacola, FL 32504	Schillinger Town Center LLC C/O Burton Property Group LLC 41 W I65 Service Rd N Ste 310 Mobile, AL 36608	O BRIEN JEROME L & ANNE T 7 WESTGATE RD MOBILE, AL 36609
Mills William W JR, Timothy Hahn Mills 4625 Shannon CIR Pensacola, FL 32504	TATE KATHY SCOTT PO BOX 202 STOCKTON, AL 36579	South Central Bell Tel Co %F C IZARD P O BOX 532 BIRMINGHAM AL, 35201
Cove Kimber's Developers 11478 Pine ST C/O Johnny Dudley Jacksonville, FL 32258	HOME DEPOT USA INC A PROPERTY TAX DEPT #0801 PO BOX 105842 ATLANTA, GA 30348	Pleasanton Hills Mobile Home Park LLC 11820 Fountain Way STE 202 Newport News, VA 23606
ACEE LLC C/O Aiwen L Kostmayer PO BOX 1333 Daphne, AL 36526	JOHNSTON SAM LLC 242 INVERNESS CENTER DR BIRMINGHAM, AL 35242	WILLIAMS FRANKIE E 7630 Old Government Street RD MOBILE, AL 36695
Diberville Properties LLC PO BOX 850098 Mobile, AL 36685	TYLER RIDGE LLC 242 INVERNESS CENTER DR BIRMINGHAM, AL 35242	NNN REIT LP 450 S ORANGE AVE STE 900 ORLANDO, FL 32801
Brew Horizons, LLC Westborough Office Park 2000 West Park Drive, Suite 130 Westborough, MA 01581	WESTWOOD PLAZA C/O AMELIA SMITH PO BOX 16167 MOBILE, AL 36616	NNN REIT LP 450 S ORANGE AVE STE 900 ORLANDO, FL 32801
GREENFAM ALABAMA VENTURES C/O WAWA CORPORATION ACCOUNTS 260 W BALTIMORE MEDIA, PA 190	COT 725 MOBILE LLC 200 S BISCAYNE BLVD # 7 MIAMI, FL 33131	TATE KATHY SCOTT 450 S ORANGE AVE STE 900 ORLANDO, FL 32801

182 EMERSON LLC, C/O RON
OFECK
2312 E 3RD ST
BROOKLYN, NY 11223

PALMER CLELAND REALTY
COMPANY
470 SCHILLINGER RD
S MOBILE, AL 36695

TATE LEE
PO BOX 202
STOCKTON, AL 36579



Agenda Item # 6

SUB-003332-2025 & MOD-003333-2025

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

[Applicant Materials for Consideration – Subdivision](#)

[Applicant Materials for Consideration – Planned Unit Development Modification](#)

DETAILS

Location:

685 Schillinger Road South

Subdivision Name:

Resubdivision of Lot 4 Schillinger Towne Center,
Resubdivision of Lot A

Applicant / Agent:

Mike Tierney, Brew Horizons, LLC /
Jason Panicaro, HFA-AE

Property Owner:

Brick Walk Associates WOS, LLC & Pine Tree c/o
Kleban Properties, LLC

Current Zoning:

B-3, Community Business Suburban District

Future Land Use:

District Center

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- N/A

Proposal:

- Subdivision approval to create two (2) legal lots of record
- Modification of a previously approved Planned Unit Development

Considerations:

1. Subdivision proposal with thirteen (13) conditions; and
2. Modification of a previously approved Planned Unit Development with twenty-two (22) conditions.

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PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units.
Residential units lie to the east.

APPLICATION NUMBER	6	DATE	June 12, 2025
APPLICANT	Resubdivision of Lot 4 Schillinger Towne Center, Resubdivision of Lot A		
REQUEST	Subdivision, PUD Mod		



SITE HISTORY

In July 1996, the Planning Commission approved a four (4)-lot subdivision of the property, which at the time was located outside the city limits but within the five (5)-mile Extraterritorial Planning Jurisdiction. The subdivision plat was recorded in the Mobile County Probate Court in November 1996.

The property was later included in the West Mobile Annexation, adopted by the City Council in September 2007. As part of the annexation process, the property was rezoned from R-1, Single-Family Residential District, to B-3 Community Business District, with the rezoning formally adopted by the City Council on January 15, 2008.

At its September 6, 2012, meeting, the Planning Commission approved splitting Lot 4 of the original subdivision into two (2) new lots, labeled Lots A and B. This updated subdivision was officially recorded in the Mobile County Probate Court in December 2012.

At the same meeting, the Planning Commission also approved a Planned Unit Development (PUD) request to continue allowing shared access and parking across multiple developed building sites.

At its meeting on February 5, 2024, the Board of Zoning Adjustment approved a Sign Variance to allow informational signage exceeding 20 square feet for one of the site's tenants. However, no permits related to the variance were obtained prior to its expiration, and the approval subsequently lapsed.

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

STAFF COMMENTS

Engineering Comments:

Subdivision

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

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Provide a PRELIMINARY PLAT for review. A Preliminary Plan was submitted.
- C. Provide reference, on the map and the description, to a monumented corner.
- D. Provide and label the monument set or found at each subdivision corner.
- E. Add a vicinity map and include street names.
- F. Provide a written legal description and matching bearing and distance labels for the proposed subdivision.
- G. Show and label each lot with a unique designator (i.e. LOT 1, LOT A).
- H. Revise the plat to label each lot with its size in acres and square feet, or the furnishing of a table on the Plat providing the same information.
- I. Show and label each and every Right-Of-Way and easement.
- J. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
- K. Provide the Surveyor's Certificate.
- L. Applicant will need to coordinate with the City Engineering Permitting Department staff to establish the exact amount that each Lot will receive prior to the submittal of the Final Plat from review and signatures.
- M. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama

Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

- N. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
- O. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
- P. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
- Q. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
- R. 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.

Planned Unit Development Modification

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

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

Traffic Engineering Comments:

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 located within the City Limits of Mobile shall comply with the provisions of the City of Mobile Fire Code Ordinance, which adopts the 2021 edition of the *International Fire Code (IFC)*.

Fire apparatus access roads shall be provided to within 150 feet of all non-sprinklered commercial buildings and within 300 feet of all sprinklered commercial buildings, as measured along an approved route around the exterior of the facility.

An approved fire water supply capable of meeting the requirements set forth in *Appendices B and C* of the 2021 IFC shall be provided for all commercial buildings.

Fire hydrant placement shall comply with the following minimum standards:

- Within 400 feet of non-sprinklered commercial buildings
- Within 600 feet of sprinklered commercial buildings
- Within 100 feet of fire department connections (FDCs) serving standpipe or sprinkler systems

Although the *International Residential Code (IRC)* functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the *International Fire Code*, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

Subdivision

The purpose of this request is to subdivide Lot A of the most recently approved subdivision into two (2) lots. The site is served by public water and sanitary sewer.

No plat was submitted as part of the request, but staff utilized the survey provided by the applicant to determine the site's compatibility with the Subdivision Regulations. A subdivision plat will be required for final approval of the request, per Section 5.A.

Neither of the proposed lots is currently labeled. Therefore, if approved, each lot should be clearly identified on the Final Plat, using designations such as "Lot A-1" and "Lot A-2," or a similar naming convention.

The larger proposed lot fronts Schillinger Road South, classified as a Principal Arterial Street with a required right-of-way width of 100 feet. It also has frontage along Thomas Road, a minor street with curb and gutter requiring a 50-foot-wide right-of-way. While the survey shows variable right-of-way widths along both street frontages, aerial imagery and mapping data indicate that adequate right-of-way exists along Schillinger Road South and Thomas Road at this location.

Accordingly, the Final Plat should depict the greater of either the minimum existing right-of-way or the standard 100-foot right-of-way along Schillinger Road South. Similarly, the Final Plat should show the greater of the minimum existing right-of-way or the standard 50-foot right-of-way along Thomas Road.

The smaller of the proposed lots does not have frontage on a public street. According to Section 6.C.4. of the Subdivision Regulations, all lots outside of a private street subdivision are required to abut a dedicated and maintained public street. However, Article 3, Section 64-3-2.A. of the Unified Development Code (UDC) permits access to be provided via a recorded, dedicated easement or other legal instrument. This approach is further supported by Article 3, Section 64-3-4.B.1.(a) of the UDC, which encourages such arrangements to promote the safe and efficient functioning of the street network.

Given these provisions, a waiver of Section 6.C.4. of the Subdivision Regulations may be appropriate. While a cross-access easement may be recorded on the Final Plat, the concurrent application to amend the previously approved Planned Unit Development (PUD) overlay—if approved—would be sufficient to continue allowing shared access between the lots.

The proposed lots exceed the minimum size requirements for lots served by public water and sanitary sewer within the B-3, Community Business Suburban District. However, the survey does not include the lot sizes in square feet or acres, as required by Section 5.A.2(e)(4) of the Subdivision Regulations. Therefore, if approved, each lot must be labeled with its size in both square feet and acres on the Final Plat, adjusted for any required dedication. Alternatively, a table containing this information on the Final Plat will satisfy the requirement.

No front yard setbacks are illustrated on either lot. Section 6.C.8. of the Subdivision Regulations requires front yard setbacks to be depicted on the Final Plat along all streets, with dimensions conforming to the standards of the underlying zoning district. In this case, Article 2, Section 64-2-14.E. of the UDC mandates a 25-foot front yard setback along each street frontage within a B-3 Suburban district. Therefore, the Final Plat must illustrate a 25-foot front yard setback along both Schillinger Road South and Thomas Road, adjusted as necessary for any required right-of-way dedication.

Because the smaller of the two lots lacks street frontage, no front yard setback is required, making a waiver of Section 6.C.8. of the Subdivision Regulations appropriate. However, this waiver should apply exclusively to the smaller lot. That same lot remains subject to the side and rear yard setback requirements outlined in Article 2, Section 64-2-14.E. of the Unified Development Code (UDC) for properties in the B-3 Suburban District. These setbacks are shown on the survey but are not mandated by the Subdivision Regulations. If approved, the side and rear yard setbacks should be removed from the Final Plat.

Multiple easements currently exist on the property, as shown on the most recently recorded subdivision plat. However, these easements are not depicted on the submitted survey. Therefore, if approved, all existing easements must be clearly illustrated on the Final Plat. Additionally, the Final Plat should include a note stating that no structures shall be constructed within any easement without the prior consent of the easement holder.

The survey does not provide the specifications for Final Plat approval regarding the general form, information to be shown, or attendant items required by Section 5.A. of the Subdivision Regulations. Such requirements include the items, notes, and certifications that should be placed on a subdivision plat. As such, the Final Plat should provide all the information required by Section 5.A. of the Subdivision Regulations, along with any additional information required by the Engineering Department.

Planned Unit Development Modification

The submitted site plan illustrates the redevelopment of a portion of Lot A from the most recently approved subdivision. A concurrent subdivision application proposes to divide this lot into two (2) separate parcels. Access

to the site will be provided through the remaining portion of Lot A, which will encompass the resulting building site. Two (2) structures are proposed: a 510-square-foot coffee shop and a 250-square-foot walk-in cooler.

In conjunction with the proposed subdivision, the Final PUD Site Plan should be revised to depict the rights-of-way along Schillinger Road South and Thomas Road, as finalized with the associated subdivision request.

The sizes of the proposed buildings are labeled in square feet on the site plan and should be retained on the Final Planned Unit Development (PUD) Site Plan, if approved.

Additionally, the site plan must be revised to include the size of each proposed lot in both square feet and acres, adjusted for any required dedication resulting from the subdivision request. Alternatively, this information may be provided in a table format on the Final PUD Site Plan.

Beyond the two (2) proposed structures, the site plan lacks the required details for the review of a Major PUD Modification, including off-street parking spaces, loading facilities, drive-thru lanes (if any), and related features. Furthermore, the plan omits details of the existing PUD development. Therefore, the following revisions are required:

- **Site Plan Revisions:** A revised site plan must be submitted showing full compliance with applicable Unified Development Code (UDC) standards. This includes:
 - A comprehensive site layout reflecting existing PUD improvements overlaid with the proposed development.
 - Off-street parking: The site plan must depict all proposed parking spaces. A table must be included listing the number of required and provided spaces. Per Table 64-3-12.1 of the UDC, three (3) spaces are required.
 - Curbing and/or wheel stops must be shown to demonstrate how vehicles will be prevented from encroaching beyond designated parking areas.
 - Lighting: If redevelopment results in ten (10) or more parking spaces, parking lot lighting is required per Section 64-3-9.C. A photometric plan must be submitted at the time of permitting.
 - Bicycle parking: Two (2) spaces are required, designed in accordance with Section 64-3-12.A.9, and must be illustrated on the revised site plan.
 - Loading: One (1) small off-street loading space is required per Section 64-3-12.B and must be depicted.
 - Drive-thru facilities (if proposed): Must be illustrated and comply with the vehicle stacking standards of Section 64-4-6.
 - Traffic circulation: Must be clearly shown and meet the maneuverability standards of Section 64-3-12.
 - Setbacks: All required front, side and rear yard setbacks must be illustrated and comply with the dimensional standards of Section 64-2-14.E.
- **Pedestrian Access:** No pedestrian walkway connecting the proposed buildings to a public sidewalk is shown. Given that the site was developed prior to annexation and lacks existing sidewalks, a pedestrian walkway is not required. However, if one is provided, it must comply with Section 64-3-3 of the UDC.

- **Building Elevations:** No elevation drawings were submitted. Proposed buildings must incorporate at least one element from each of the following design categories in accordance with Section 64-3-6:
 - Site Frontage
 - Building Form – Height
 - Building Form – Wall
 - Architectural Feature
- **Landscaping:** No landscaping or tree plantings are shown. A note must be added to the revised site plan stating that all landscaping will comply with Article 3, Section 64-3-7 of the UDC. A detailed landscape plan will be required at permitting.
- **Waste Management:** Dumpster pads are not shown, and no details on waste disposal are provided. A note must be added to the revised site plan stating that any dumpster installed must comply with the enclosure and placement standards in Section 64-3-13.A.4. Alternatively, a note may indicate that curbside waste collection will be used.
- **Signage:** No signage is illustrated, and no details regarding signage have been submitted. All signage must undergo separate review and permitting by the Planning and Zoning Department. Illuminated signage must be installed by a licensed and bonded sign contractor, with the appropriate electrical permits. Signage must comply with Section 64-4-14 of the UDC for commercial buildings with a single tenant.
- **Future Modifications:** Any future development or redevelopment of the site may require additional modifications to the PUD, subject to approval by the Planning Commission and City Council. A note reflecting this requirement must be added to the revised site plan.

If approved, a revised Modified PUD Site Plan—submitted in both hard copy and PDF formats—must be reviewed and approved by the Planning and Zoning Department prior to being recorded in Probate Court, in accordance with Section 64-5-8.B.2(f) of the UDC.

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, a waiver of Sections 6.C.4. (no street frontage) and 6.C.8. (depiction of a front yard setback on a lot with no street frontage) of the Subdivision Regulations will be required and the following conditions could apply:

1. Provision of a subdivision plat in compliance with Section 5.A. of the Subdivision Regulations;

2. Revision of the Final Plat to clearly identify each lot using designations such as "Lot A-1" and "Lot A-2," or a similar naming convention;
3. Revision of the plat to depict the minimum existing right-of-way and, if less than 100 feet, dedication to provide 50 feet from the centerline of Schillinger Road South;
4. Revision of the plat to depict the minimum existing right-of-way and, if less than 50 feet, dedication to provide 25 feet from the centerline of Thomas Road;
5. Revision of the Final Plat to label each lot with its size in square feet and acres, adjusted for any required dedication, or provision of a table on the Final Plat with the same information;
6. Revision of the Final Plat to illustrate a 25-foot front yard setback along Schillinger Road South and Thomas Road;
7. Removal of the side and rear yard setbacks from the Final Plat;
8. Revision of the Final Plat to depict all existing easements;
9. Provision of a note on the Final Plat stating no structures shall be constructed within any easement without the prior consent of the easement holder;
10. Compliance with all Engineering comments noted in this staff report;
11. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
12. Compliance with all Urban Forestry comments noted in this staff report; and,
13. Compliance with all Fire Department comments noted in this staff report.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 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:

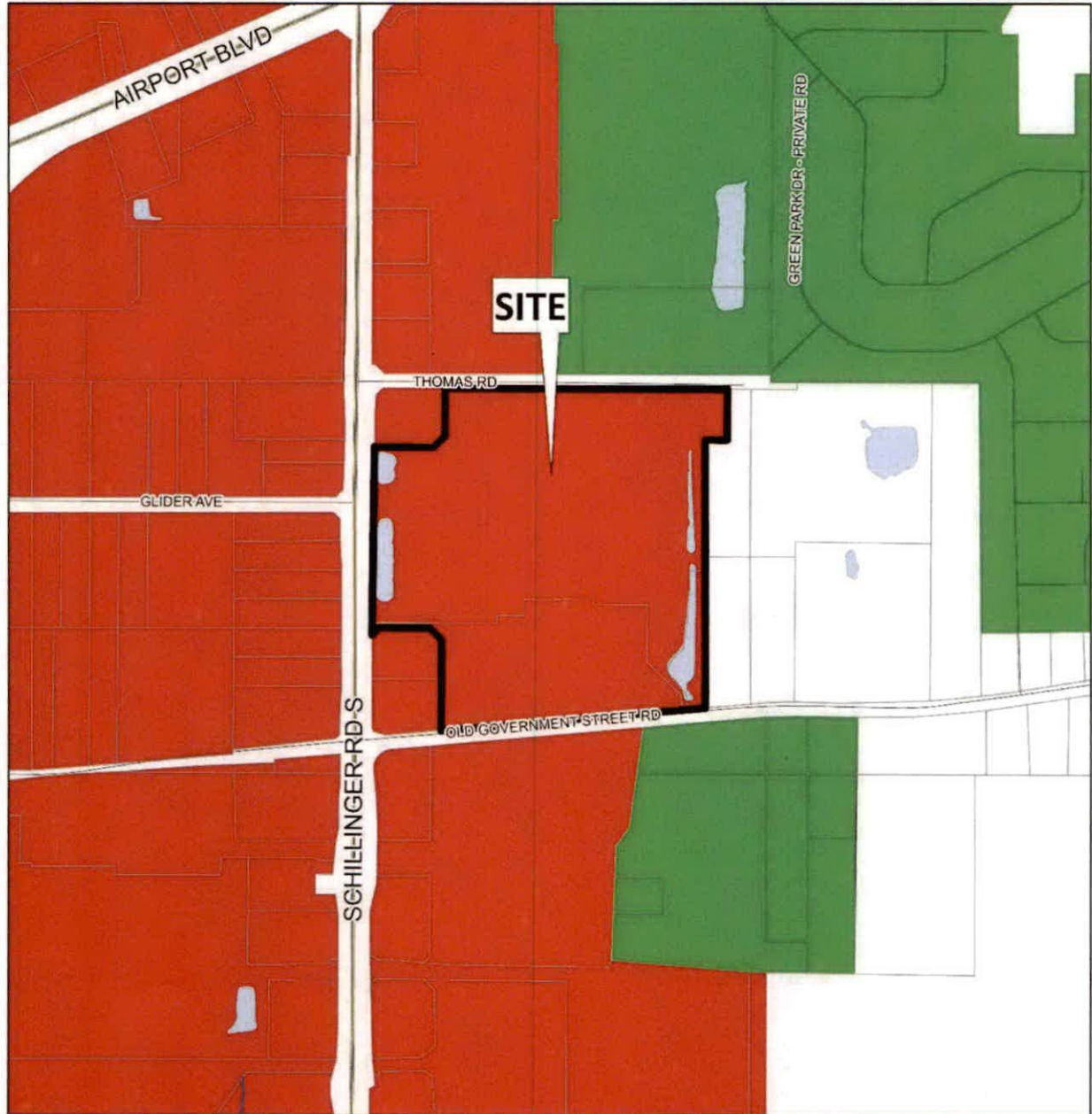
1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working 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; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

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

1. Retention of the building sizes labeled in square feet on the Final PUD Site Plan;
2. Revision of the Final PUD Site Plan to depict the rights-of-way along Schillinger Road South and Thomas Road, as finalized with the associated subdivision request;
3. Provision of the lot sizes labeled in square feet and acres on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request, or provision of a table with the same information on the Final PUD Site Plan;
4. Revision of the Final PUD Site Plan to depict compliance with the off-street parking requirements of Article 3, Section 64-3-12.A. of the UDC, along with the provision of a table listing the number of required and provided parking spaces;
5. Revision of the Final PUD Site Plan to illustrate curbing and/or wheel stops demonstrating how vehicles will be prevented from encroaching beyond designated parking areas;
6. Provision of a note on the Final PUD Site Plan stating any required parking lot lighting will comply with the illumination standards of Article 3, Section 64-3-9.C. of the UDC and, if applicable, provision of a photometric plan at the time of permitting illustrating compliance with these standards;
7. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking provisions of Article 3, Section 64-3-12.A.9. of the UDC, including the minimum number and location requirements;
8. Revision of the Final PUD Site Plan to illustrate compliance with the off-street facilities standards of Section 64-3-12.B;
9. If applicable, revision of the Final PUD Site Plan to illustrate compliance with the vehicle stacking standards of Article 4, Section 64-4-6 of the UDC;
10. Revision of the Final PUD Site Plan to depict compliance with the on-site traffic circulation and maneuverability requirements of Article 3, Section 64-3-12 of the UDC;
11. Revision of the Final PUD Site Plan to illustrate the front, side, and rear yard setback standards of Article 2, Section 64-2-14.E. of the UDC;
12. Provision of a note on the Final PUD Site Plan stating the site will comply with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, along with the provision of a detailed landscape plan at the time of permitting illustrating compliance with these requirements;
13. Provision of a separate site plan reflecting a comprehensive layout of the existing PUD overlaid with the proposed development;
14. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC, or provision of a note stating curbside waste collection will be utilized;
15. Placement of a note on the Final PUD site plan stating future development or redevelopment of the properties may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
16. Completion of the subdivision process;
17. Compliance with all Engineering comments noted in this staff report;
18. Compliance with all Traffic Engineering comments noted in this staff report;
19. Compliance with all Urban Forestry comments noted in this staff report;
20. Compliance with all Fire Department comments noted in this staff report;
21. 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 the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
22. Full compliance with all municipal codes and ordinances.

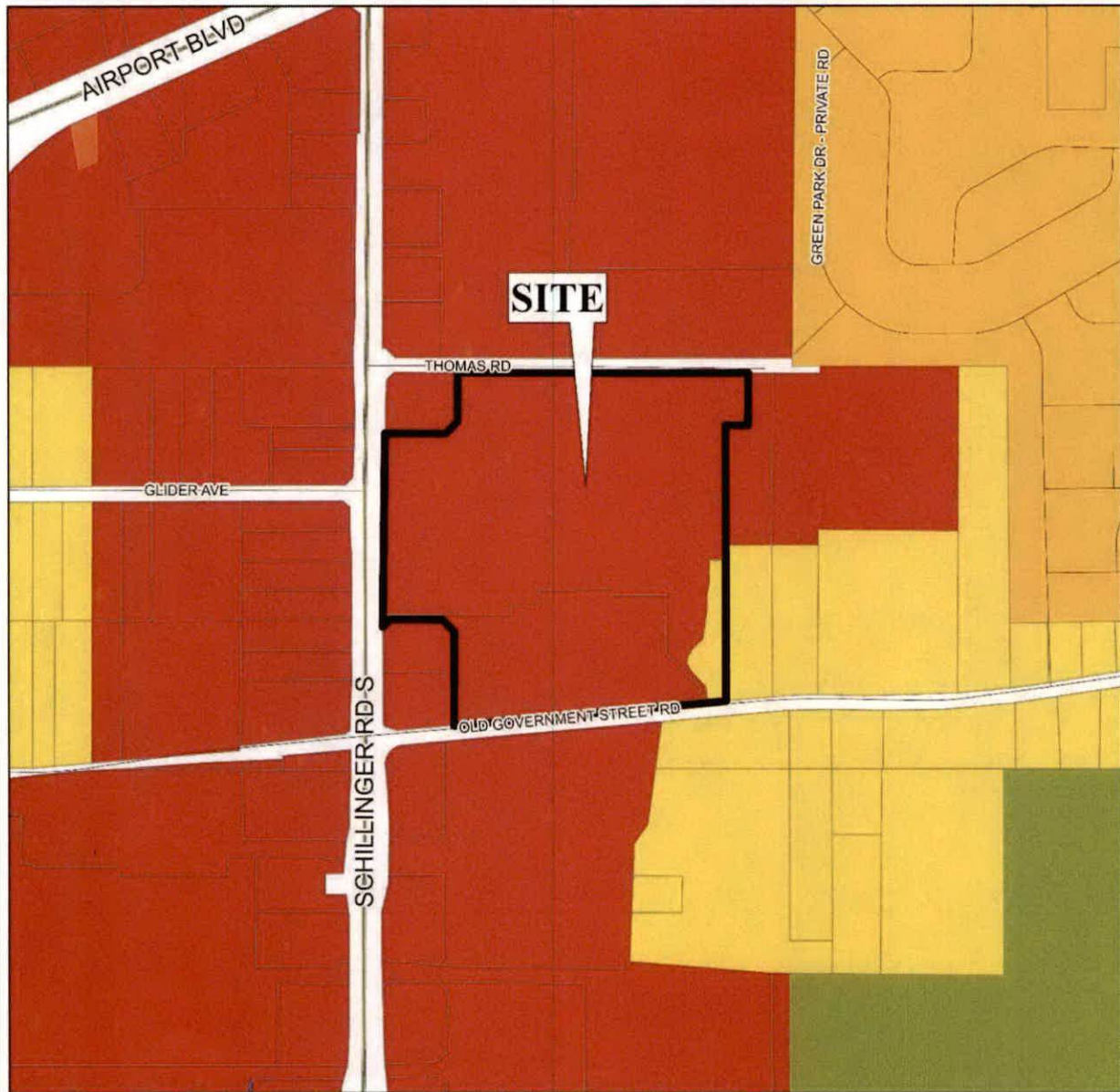
LOCATOR ZONING MAP



APPLICATION NUMBER	6	DATE	June 12, 2025
APPLICANT	Resubdivision of Lot 4 Schillinger Towne Center, Resubdivision of Lot A		
REQUEST	Subdivision, PUD Mod		



FLUM LOCATOR MAP

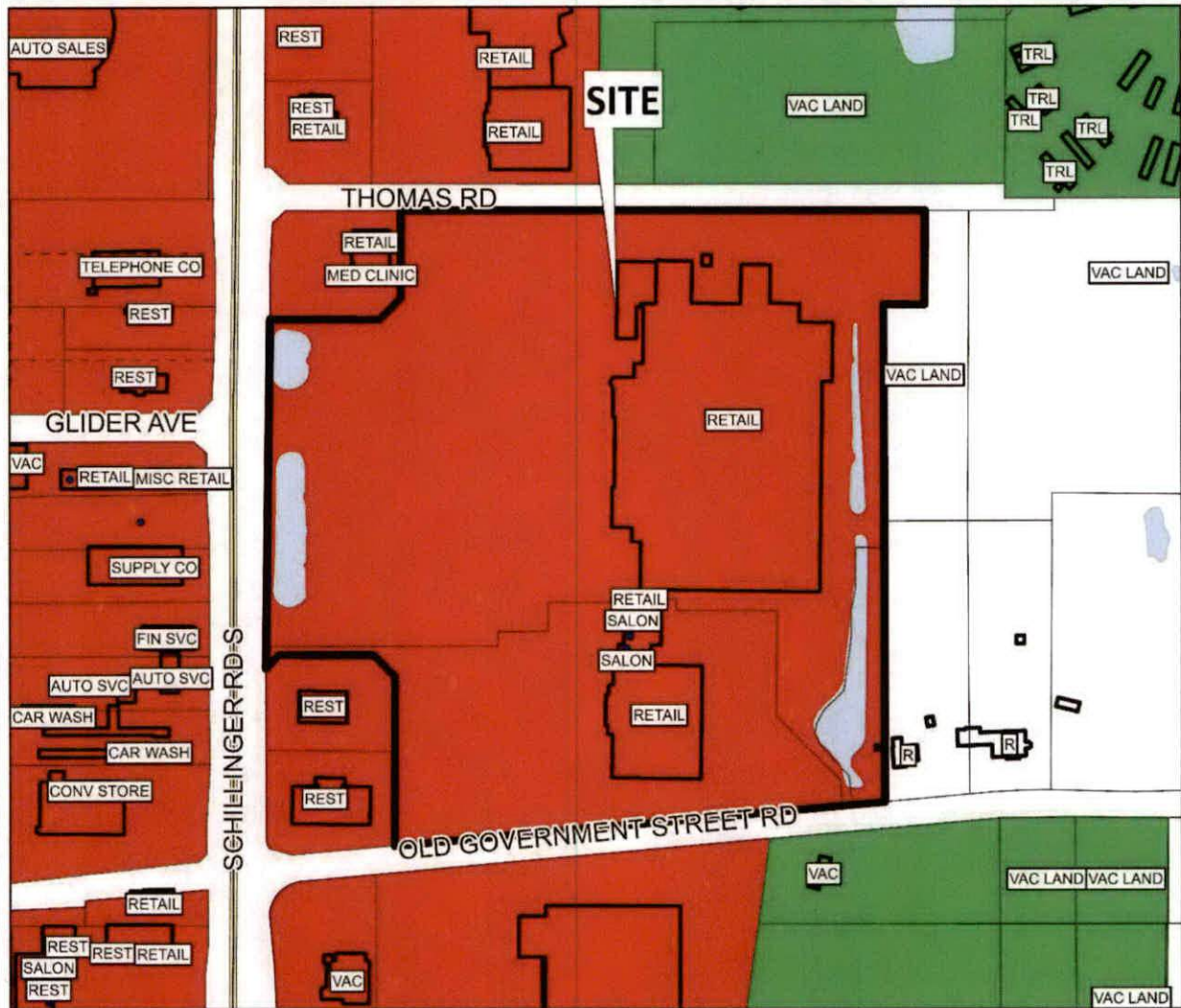


APPLICATION NUMBER 6 DATE June 12, 2025
 APPLICANT Resubdivision of Lot 4 Schillinger Towne Center, Resubdivision of Lot A
 REQUEST Subdivision, PUD Mod

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units.
Residential units lie to the east.

APPLICATION NUMBER 6 DATE June 12, 2025

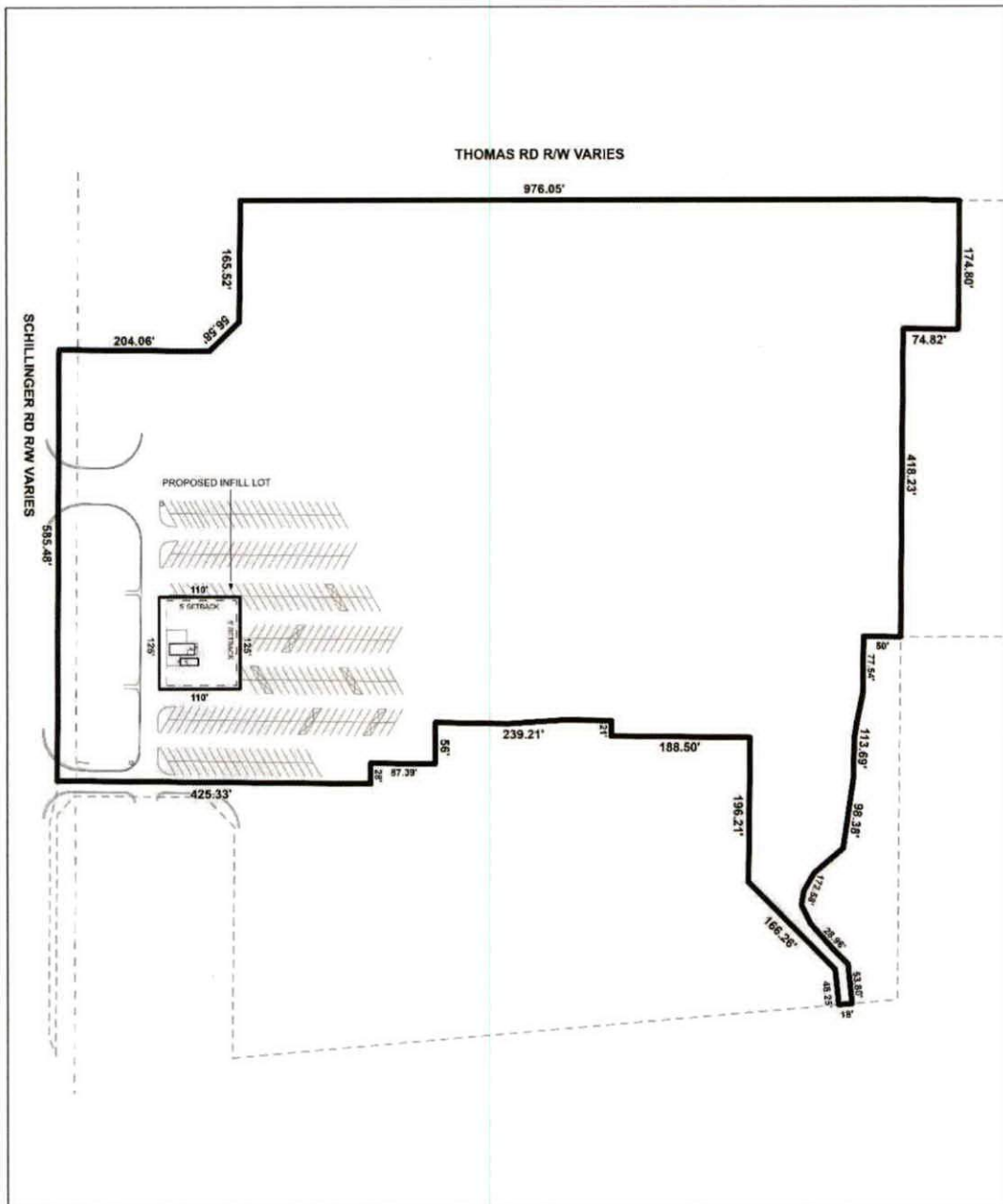
APPLICANT Resubdivision of Lot 4 Schillinger Towne Center, Resubdivision of Lot A

REQUEST Subdivision, PUD Mod

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



SITE PLAN

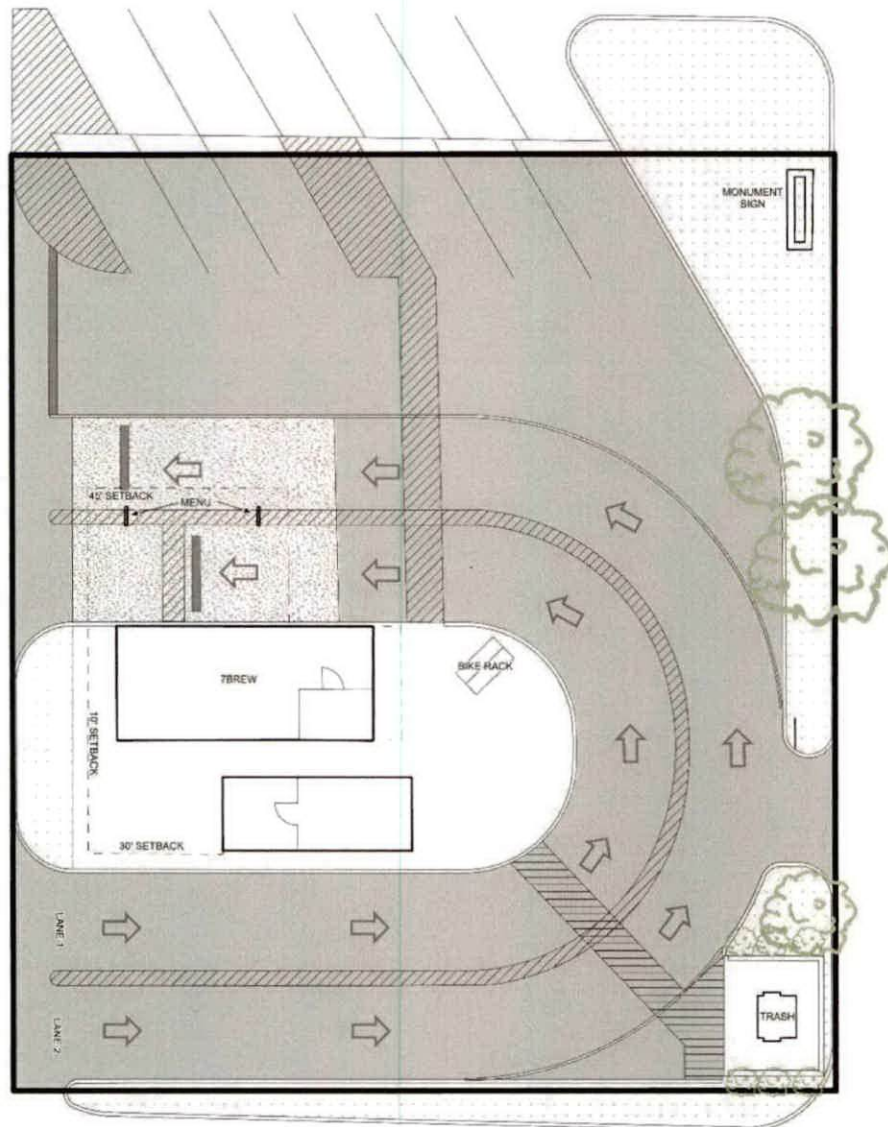


The site plan illustrates the proposed building, drives, parking, and setbacks.

APPLICATION NUMBER	6	DATE	June 12, 2025
APPLICANT	Resubdivision of Lot 4 Schillinger Towne Center, Resubdivision of Lot A		
REQUEST	Subdivision, PUD Mod		

NTS

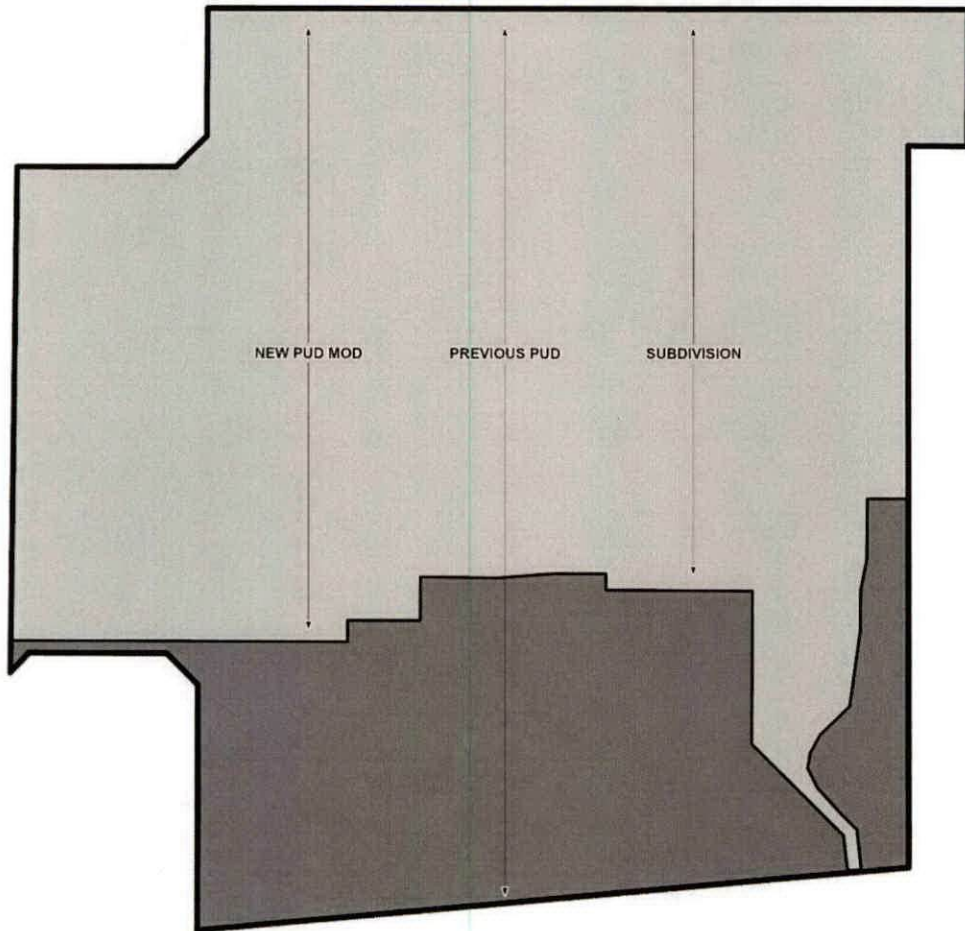
DETAIL SITE PLAN



APPLICATION NUMBER	6	DATE	June 12, 2025
APPLICANT	Resubdivision of Lot 4 Schillinger Towne Center, Resubdivision of Lot A		
REQUEST	Subdivision, PUD Mod		

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NTS

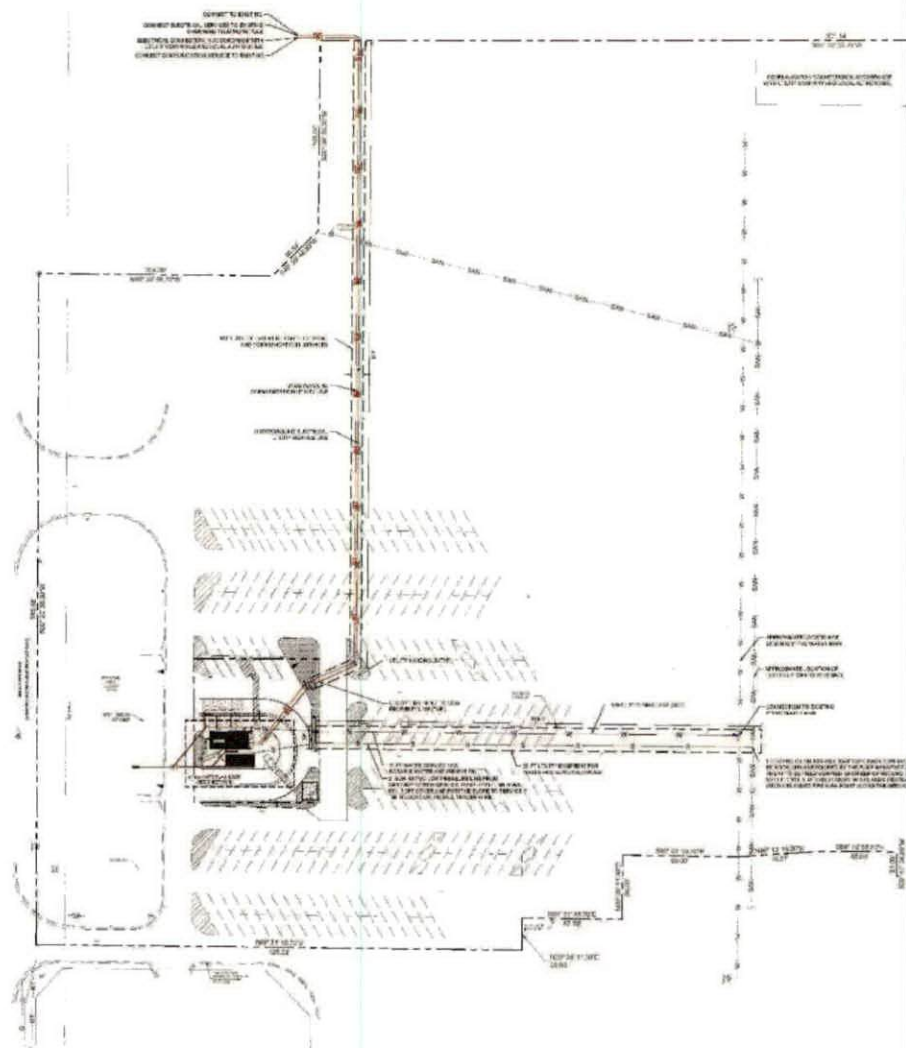
DETAIL SITE PLAN



APPLICATION NUMBER	6	DATE	June 12, 2025
APPLICANT	Resubdivision of Lot 4 Schillinger Towne Center, Resubdivision of Lot A		
REQUEST	Subdivision, PUD Mod		



DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE June 12, 2025

APPLICANT Resubdivision of Lot 4 Schillinger Towne Center, Resubdivision of Lot A

REQUEST Subdivision, PUD Mod

NTS

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)



DISTRICT CENTER (DC)

This designation applies across the city to larger areas of existing mixed-use character or where such character is encouraged. These areas will include moderate to high-density residential (minimum densities of 6 du/ac) in dynamic, horizontal or vertical mixed use environments, to provide a balance of housing and employment.

District Centers generally serve several surrounding neighborhoods and may even have a city-wide or region-wide reach. As such, they are often anchored by a major commercial or institutional employer such as a shopping mall or a medical center.

Depending on location and assigned zoning, residential areas in District Centers may incorporate a mix of housing types, ranging from mid-rise multifamily buildings containing apartments and lofts, to townhouses and detached single-family homes. Major civic cultural institutions and public spaces provide regional and neighborhood destinations.

District Centers should be designed to induce pedestrian activity, with high quality streetscapes connecting the different components of a center as well as the center to its surrounding area. DC districts may be served by transit and include development of an intensity and design that supports transit use.

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 4154 and 4164 Moffett Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **July 15, 2025**, a public hearing will be held on the **19th** day of **August**, 2025, at 10:30 a.m., to consider adoption of an ordinance for the rezoning of property located at 4154 and 4164 Moffett Road from B-2, Neighborhood Business Suburban District, to I-1, Light Industry District.

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

Lisa C. Lambert
City Clerk

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

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:

LOT 1, WOLF RIDGE COMMERCIAL PARK, AS RECORDED IN MAP BOOK 112 PAGE 120, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from B-2, Neighborhood Business Suburban District, to I-1, Light Industry District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in an I-1, Light Industry District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an I-1, Light Industry District, until the condition set forth below has been complied with: 1. Full compliance with all other municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 19th day of August, 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 23rd day of July, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **4154 & 4164 Moffett Road**.

The proposed amendment to the Unified Development Code changes the classification of the subject property from **B-2, Neighborhood Business Suburban District**, to **I-1, Light Industry District**. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in I-1 districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in I-1 districts until the following condition has been complied with: 1. Full compliance with all other municipal codes and ordinances.

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

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

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:

LOT 1, WOLF RIDGE COMMERCIAL PARK, AS RECORDED IN MAP BOOK 112 PAGE 120, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from **B-2, Neighborhood Business Suburban District**, to **I-1, Light Industry District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in an **I-1, Light Industry District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an **I-1, Light Industry District**, until the condition set forth below has been complied with: 1. Full compliance with all other municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

Kari Givens, Byrd Surveying, Inc.
4154 & 4164 Moffett Road
Council District 1
Cory Penn



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

July 9, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on June 12, 2025, considered the request of **Kari Givens, Byrd Surveying, Inc.**, for a change in zoning from **B-2, Neighborhood Business Suburban District**, to **I-1, Light Industry District**, for the property located at **4154 & 4164 Moffett Road**.

After discussion it was decided to recommend approval of the rezoning request to the City Council to Rezone the site to I-1, with the following condition:

1. Full compliance with all other municipal codes and ordinances.

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 13, 2025

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 4154 & 4164 Moffett Road
ZON-UDC-003351-2025
Kari Givens, Byrd Surveying, Inc.
District 1
Rezoning from Neighborhood Business Suburban District (B-2) to Light Industry District (I-1).

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

At its meeting on June 12, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **I-1, Light Industry District**:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. There was a mistake or error in the original zoning map; and
- C) 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.
- D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
- G) 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 **I-1, Light Industry District**, to the City Council, subject to the following condition(s):

1. Full compliance with all other municipal codes and ordinances.

ZON-UDC-003351-2025 4154 & 4164 Moffett Road
June 13, 2025

The advertising fee for this application is based on the current legal description is **\$268.66**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: Stephen Guthrie

Stephen Guthrie

Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

May 21, 2025

PUBLIC HEARING NOTICE



Re: 4154 & 4164 Moffett Road
ZON-UDC-003351-2025
Kari Givens, Byrd Surveying, Inc.
District 1
Rezoning from Neighborhood Business Suburban District (B-2) to Light Industry District (I-1).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, June 12, 2025, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, June 11, 2025, to allow adequate time for the Commission members to review the information.

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



City of Mobile • Planning & Zoning Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**

Checklist A

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

Checklist B

☐ **Planned Development**

Checklist C

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

Checklist D

Have you provided the required information on the corresponding checklist? ☐ 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:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	251-476-5010	
Email:	byrd@byrdsurveying.biz	
Address:	2609 HALLS MILL ROAD	

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:		
Firm:	MOJO PARTNERSHIP	
Phone:		
Email:		
Address:	3378 MOFFETT ROAD, MOBILE, 36607	

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

4154 & 4164 MOFFETT ROAD	1.90 ACRES
Property Address	Property Area (acres or square feet)
KEY #00436932	
Parcel Number(s) or Key Number(s)	
B-2	I-1
Present Zoning or Transect District	Proposed Zoning or Transect District (if applicable)

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

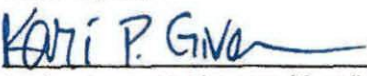
This requirement applies to any of the following applications:

- 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.

	5/7/2025
Owner Signature	Date
	3/28/2025
Applicant or Agent Signature (if applicable)	Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

	3/28/2025
Applicant or Agent Signature	Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

☐ Neighborhood Meeting documentation
☐ Boundary Plan | ☒ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission

☐ Traffic Impact Studies, as prescribed by the Traffic Engineer |
|--|--|

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

THERE ARE MULTIPLE BUSINESS CLASSIFICATIONS IN THIS AREA AND THE FLUM IS FOR A MIXED COMMERCIAL CORRIDOR.

MIXED COMMERCIAL CORRIDOR

Future Land Use Map (FLUM) Designation

I-1

Requested Zoning

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

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

THIS PROPERTY HAS BEEN VACANT FOR A LONG TIME. DEVELOPMENT WILL CREATE ACTIVITY IN THIS LOCATION THAT WILL HELP PREVENT VANDALISM AND THEFT.

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

THE PROPERTY HAS BEEN FOR SALE WITH NO INTEREST IN DEVELOPING IN THE CURRENT B-2 ZONE CLASSIFICATION.

THERE IS ALSO A VACANT RESTUARANT IN THE AREA THAT HAS BEEN FOR SALE. NEW DEVELOPMENT IN THIS AREA IS NEEDED.

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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Revised February 2023

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.

THERE HAS NOT BEEN ANY DEVELOPMENT IN THIS AREA FOR MANY YEARS.

2. Describe the surrounding land uses.

TO THE NORTH IS A MAUSELEUM CEMETERY, TO THE EAST IS SEVERAL OLDER RESIDENCES, AUTO TITLE STORE, PAWN SHOP. TO THE SOUTH IS A VACANT RESTAURANT, OLDER OFFICE BUILDING WITH ONLY A FEW TENANTS, HOUSE FOR SALE, AND A CHURCH. TO THE WEST IS A NEW AND USED TIRE SHOP.

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

THERE SHOULD BE NO ADVERSE IMPACTS TO THE NEIGHBORHOOD.

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

ADEQUATE INFRASTRUCTURE IS AVAILABLE.

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.

ACTIVITY IN THE AREA WILL HELP DETER CRIME.

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

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

STATE OF ALABAMA

2010047333 Book-6689 Page-30
Total Number of Pages: 2

DOMESTIC

REGISTERED LIMITED LIABILITY PARTNERSHIP

INSTRUCTIONS (PLEASE TYPE)

(Check One)



REGISTRATION:

ONE OR MORE AUTHORIZED PARTNERS MAY EXECUTE THE LIMITED LIABILITY PARTNERSHIP REGISTRATION/CANCELLATION * ATTACH ADDITIONAL SHEETS, IF NECESSARY * PRESENT AN ORIGINAL AND TWO COPIES WHEN FILING WITH THE JUDGE OF PROBATE. COMPLETE ITEMS I, II, III, IV, AND V * THE NAME MUST CONTAIN THE WORDS LIMITED LIABILITY PARTNERSHIP OR THE ABBREVIATION L.L.P. OR LLP * THE SECRETARY OF STATE'S FILING FEE IS \$40.00 * THE JUDGE OF PROBATE'S BASE FILING FEE IS \$35.00.



CANCELLATION:

COMPLETE ITEMS I, V AND VI * There is no Secretary of State cancellation fee. Contact the Judge of Probate to verify fee.

PURSUANT TO 10-8A-1001(a), 10-8A-1002 OR 10-8A-1005 OF THE CODE OF ALABAMA (1975) THE UNDERSIGNED HEREBY MAKES THE FOLLOWING REGISTRATION/CANCELLATION OF REGISTERED LIMITED LIABILITY PARTNERSHIP.

I The name of the Registered Limited Liability Partnership:

Mojo Partnership, LLP

(The name must contain the words Limited Liability Partnership, L.L.P. or LLP)

II The **name** and **street address** (no P.O. Box) of the agent for service of process:

Elliot B. Maisel, 3378 Moffett Road, Mobile, AL 36607

III The **mailing address** of the Registered Limited Liability Partnership:

3378 Moffett Road, Mobile, AL 36607

IV The **street address** of the principal office of the Registered Limited Liability Partnership:

3378 Moffett Road, Mobile, AL 36607

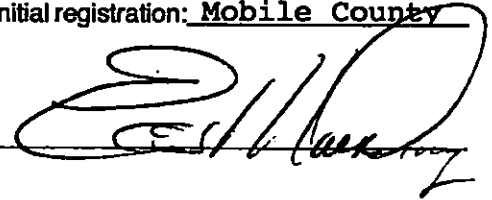
V Statement of nature of business/reason for filing statement of cancellation:

The nature of the business is to acquire and develop, manage, improve, lease, mortgage and make any and all kinds of contracts with respect to real and personal property.

VI The date of initial registration: 8/13/10 The county of initial registration: Mobile County

Date

8/13/10



Signature of Partner

Signature of Partner

State of Alabama-Mobile County
I certify this instrument was filed on:
August 18, 2010 @ 8:34:13 AM

RECORDING FEE	\$35.00
S.R. FEE	\$2.00
RECORDING FEES	\$1.00
<u>TOTAL AMOUNT</u>	<u>\$38.00</u>

2010047333
Don Davis, Judge of Probate

Letter to Neighbors

Mojo Partnership LLC

3378 Moffett Road

Mobile, AL 36607

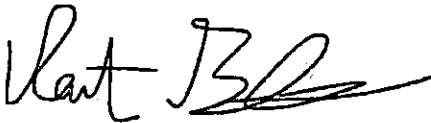
Dear Neighbor,

The owners of the vacant land located at 4164 Moffett Rd are proposing to rezone the property from B-2 to I-1 for the purpose of allowing a commercial paving business to be located there. This location will solely be used to store equipment and will eventually have an office and small warehouse for the business. The equipment stored there will be tractors, graders, pavers, rollers, a dump truck, and potentially other similar equipment. Most days the equipment will be on job sites and then brought back in the evenings for secure storage. The site will be owner-occupied, and the owner is intent on keeping it clean and neat.

These plans will be further explained at a neighborhood meeting located at the Right Way Christian Center, 4712 Moffett Rd at 4:15 on May 13, 2025. We hope to see you there.

Sincerely,

Robert Bronstein

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

Mojo Partnership



City of Mobile • Planning & Zoning
Corporate Letter of Authorization

I, ELLIOTT MASEL, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of MOJO PARTNERSHIP, a corporation for the property located within the city limits of Mobile, Alabama at 4154 & 4164 MOFFETT ROAD.

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.

BYRD SURVEYING

Designee (1)

bvrd@bvrdsurveying.biz

Email

251-476-5010

Phone Number

Signature of Company Owner

Designee (2)

Email

Phone Number

5/7/2025

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Revised February 2022



City of Mobile - Planning & Zoning
Neighborhood Meeting Cover Sheet

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

Date of Submittal: _____

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

Neighborhood Meeting Date: May 13, 2025

Neighborhood Meeting Time: 4:15

Neighborhood Meeting Location: Right Way Christian Center - 4712
Moffett Rd

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

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

Applicant's Name: Mojo Partnership
(First Name & Last Name)

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

[Signature]

Date: May 13, 2025

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

NEIGHBORHOOD MEETING - SIGN IN SHEET

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

NEIGHBORHOOD MEETING MINUTES

No neighbors attended the meeting, so there are no minutes to submit.

Letter to Neighbors

Mojo Partnership LLC

3378 Moffett Road

Mobile, AL 36607

Dear Neighbor,

The owners of the vacant land located at 4164 Moffett Rd are proposing to rezone the property from B-2 to I-1 for the purpose of allowing a commercial paving business to be located there. This location will solely be used to store equipment and will eventually have an office and small warehouse for the business. The equipment stored there will be tractors, graders, pavers, rollers, a dump truck, and potentially other similar equipment. Most days the equipment will be on job sites and then brought back in the evenings for secure storage. The site will be owner-occupied, and the owner is intent on keeping it clean and neat.

These plans will be further explained at a neighborhood meeting located at the Right Way Christian Center, 4712 Moffett Rd at 4:15 on May 13, 2025. We hope to see you there.

Sincerely,

Robert Bronstein

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

Mojo Partnership



April 29, 2025



April 29, 2025



April 29, 2025



April 29, 2025

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

MOJO Partnership
3378 Moffett Road
Mobile, AL 36607

Moffett Ridge Center, LLC
305A Equipment Court
Lawrenceville, GA 30046

CIS Agency, Inc.
950 S. Broad Street
Mobile, AL 36603

Truc Mai
25471 Alisal Avenue
Laguna Hills, CA 92653

Linda F. Walley, Trustee
4240 Fort Kali Oka Road
Saraland, AL 36571

Douglas B. Walley
4080 Fort Kali Oka Road
Saraland, AL 36571

Faith Challengers Ministries, Inc.
5420 Saint Stephens Road
Eight Mile, AL 36613

Ayyub Williams
800 Rowell Street
Mobile, AL 36606

Thomas K. King, Jr.
14 Queensway
Mobile, AL 36608

Emily R. Mason
P. O. Box 9341
Mobile, AL 36691

Joe Walvis
c/o Joseph S. Smith
P. O. Box 790
Grand Bay, AL 36541

Louis & Marsha Ann Naman
3300 Schillinger Road S.
Mobile, AL 36695

Moffit Equities, LLC
14 Steuben Lane
Jackson, NJ 08527



Agenda Item # 5

ZON-UDC-003351-2025

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

4154 & 4164 Moffett Road

Applicant / Agent:

Kari Givens, Byrd Surveying

Property Owner:

Mojo Partnership

Current Zoning:

B-2, Neighborhood Business Suburban District

Proposed Zoning:

I-1, Light Industry District

Future Land Use:

Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from B-2 to I-1
Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Rezoning with two (2) conditions.

Report Contents:

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

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER	5	DATE	June 12, 2025
APPLICANT	Kari Givens, Byrd Surveying, Inc.		
REQUEST	Rezoning From B-2 to I-1		
 NTS			

SITE HISTORY

The site was previously developed with a shopping center. A Planning Approval was granted by the Planning Commission at its June 15, 2000 meeting to allow a redemption game arcade in the shopping center.

In October 2006, the site went before the Planning Commission to receive approval for a two-lot Subdivision and to rezone the property from R-1, Single-Family Residential District to B-2, Neighborhood Business District. The Subdivision was recorded in Probate Court, and the rezoning was finalized by the City Council. The Subdivision and Rezoning were approved with the following conditions:

- 1) The subdivision is limited to two curb cuts to Moffett Road, size, location and design to conform to AASHTO standards, and to be approved by Traffic Engineering and ALDOT; and
- 2) The subdivision is limited to two curb cuts to Wolf Ridge Road, size, location and design to conform to AASHTO standards, and to be approved by Traffic Engineering.

In May 2009, a demolition permit was issued for the demolition of the shopping center.

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:

The subdivision is limited to two curb cuts to Moffett Road with size, location, and design to be approved by Traffic Engineering and ALDOT and conform to AASHTO standards; and the subdivision is limited to two curb cuts to Wolf Ridge Road with 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 located within the City Limits of Mobile shall comply with the provisions of the City of Mobile Fire Code Ordinance, which adopts the 2021 edition of the *International Fire Code (IFC)*.

Fire apparatus access roads shall be provided to within 150 feet of all non-sprinklered commercial buildings and within 300 feet of all sprinklered commercial buildings, as measured along an approved route around the exterior of the facility.

An approved fire water supply capable of meeting the requirements set forth in *Appendices B and C* of the 2021 IFC shall be provided for all commercial buildings.

Fire hydrant placement shall comply with the following minimum standards:

- Within 400 feet of non-sprinklered commercial buildings
- Within 600 feet of sprinklered commercial buildings
- Within 100 feet of fire department connections (FDCs) serving standpipe or sprinkler systems

Although the *International Residential Code (IRC)* functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the *International Fire Code*, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

The applicant is requesting to rezone the subject site from B-2, Neighborhood Business Suburban District to I-1, Light Industry District. A detailed description of the proposed request is available via the link on Page 1 of this report.

The site abuts property to the West that is currently zoned B-2 and used as a tire store. Adjacent to the North is an R-1 property developed with mausoleums. Immediately abutting the property to the South is a gas station zoned B-2. Properties to the South, across Moffett Road, are zoned B-3, Community Business Suburban District and are commercially developed, but currently vacant. Properties to the East, across Wolf Ridge Road are zoned R-1 and are either vacant or being developed residentially.

The applicant states the site is proposed to be used by a commercial paving business that will store equipment such as tractors, graders, pavers, rollers, dump trucks, etc. on site, with a possible office and warehouse in the future. The site plan submitted with the rezoning application depicts existing asphalt, with a proposed equipment/storage area to have aggregate surfacing. It should be noted that if approved, the site will be required

to come into full compliance with the Unified Development Code (UDC) regulations regarding the Spring Hill Overlay.

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 with the zoning classification.

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

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

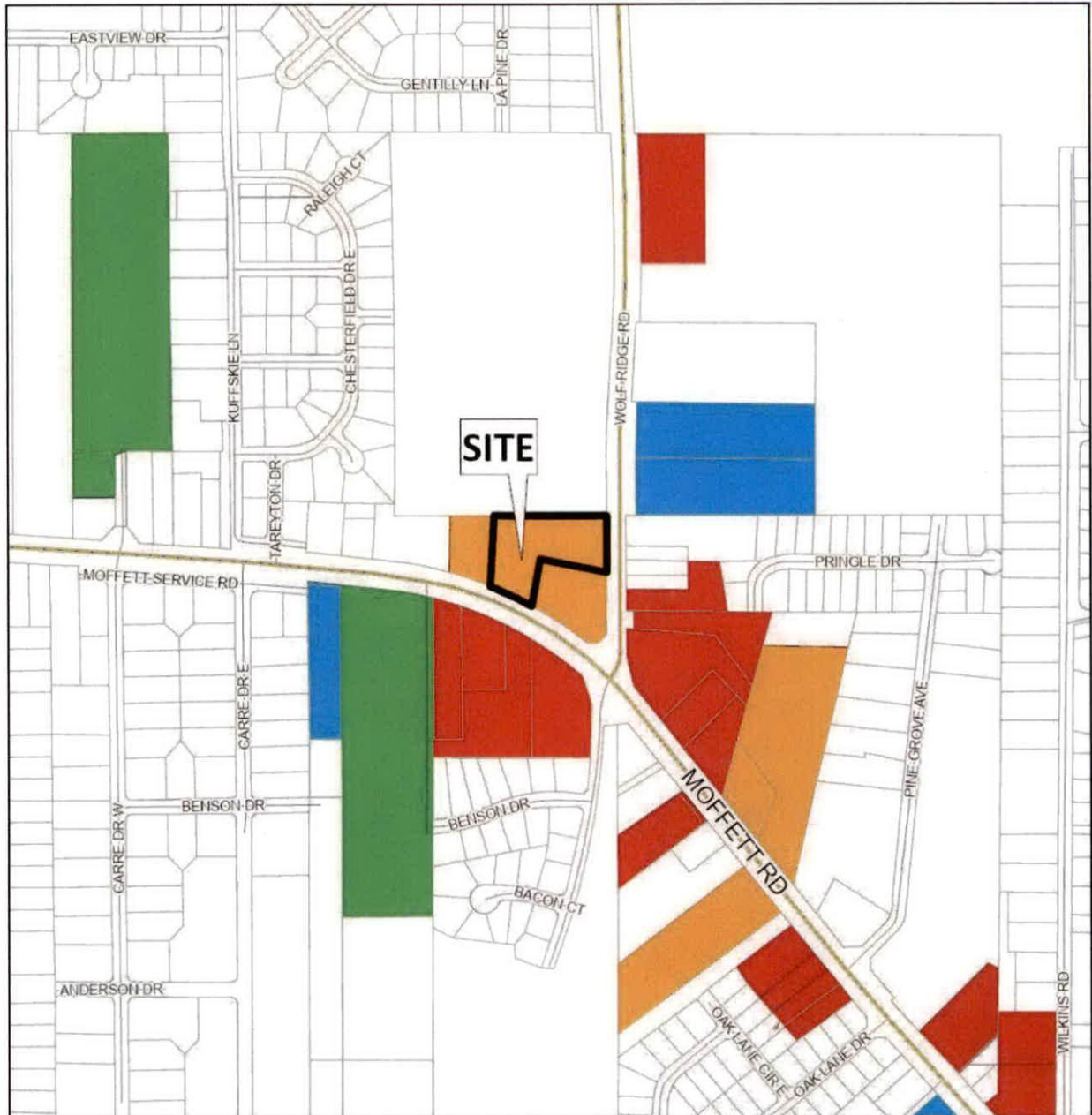
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to I-1, the following conditions could apply:

1. Full compliance with all other municipal codes and ordinances.

LOCATOR ZONING MAP



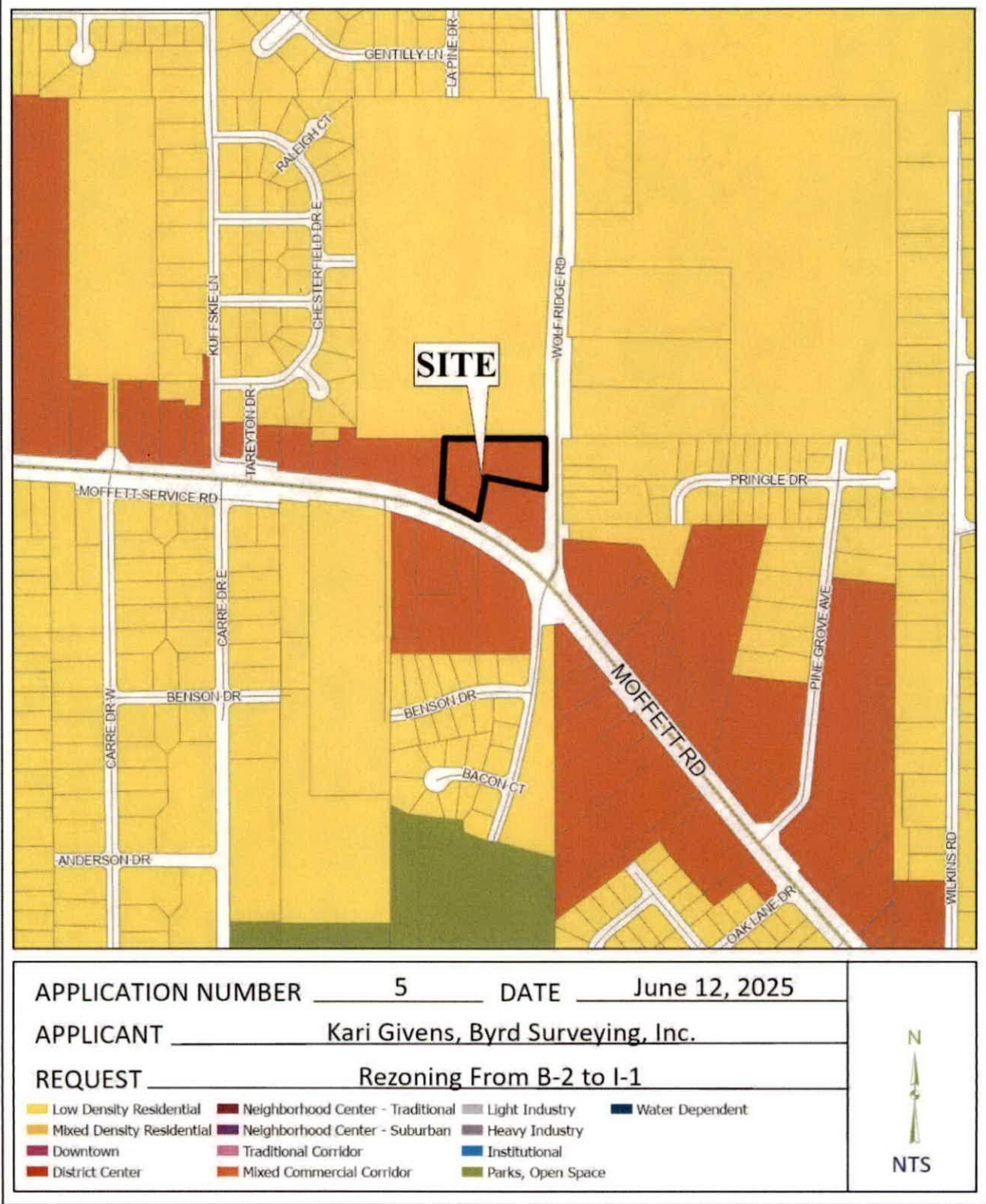
APPLICATION NUMBER 5 DATE June 12, 2025

APPLICANT Kari Givens, Byrd Surveying, Inc.

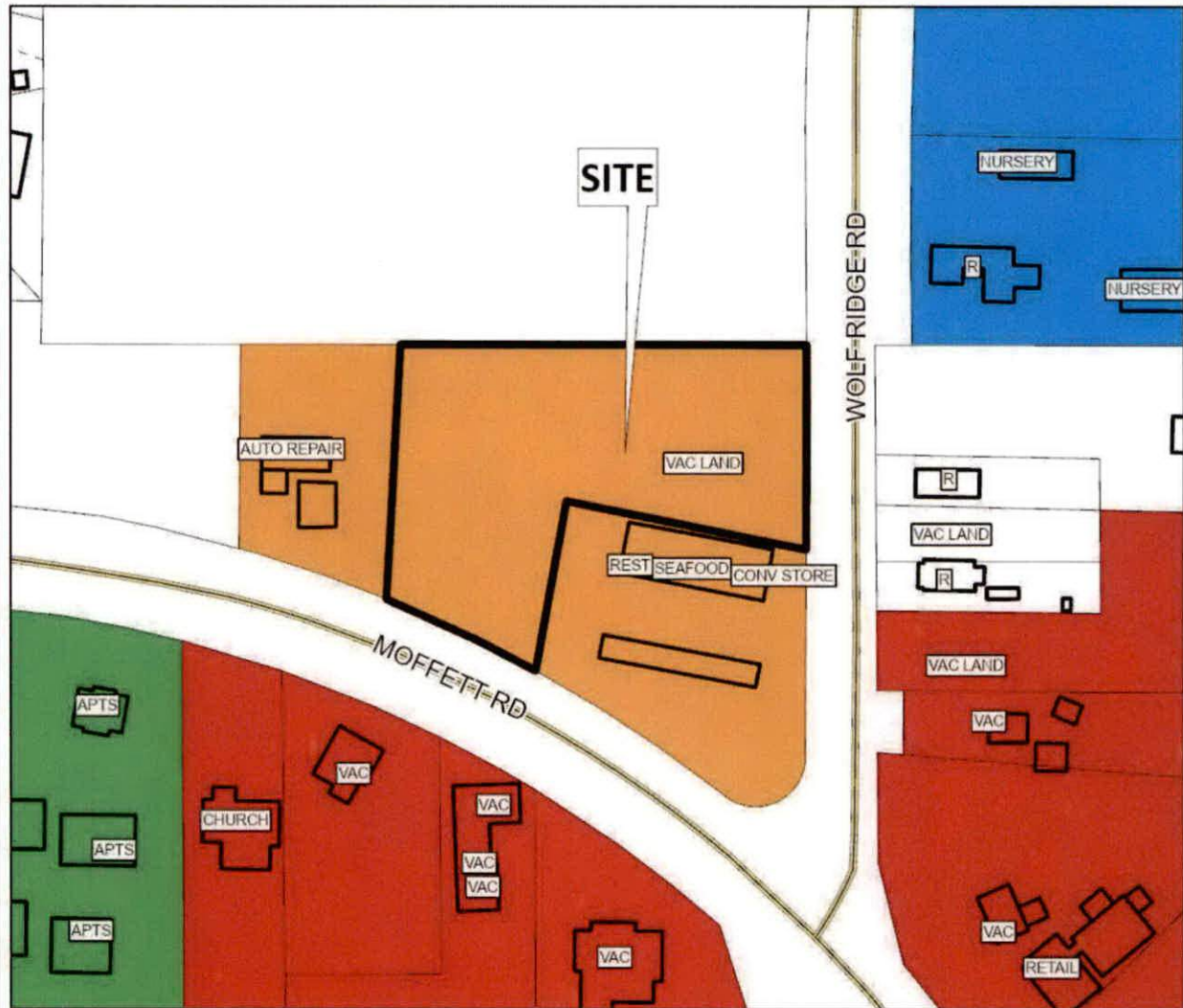
REQUEST Rezoning From B-2 to I-1



FLUM LOCATOR MAP



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 5 DATE June 12, 2025

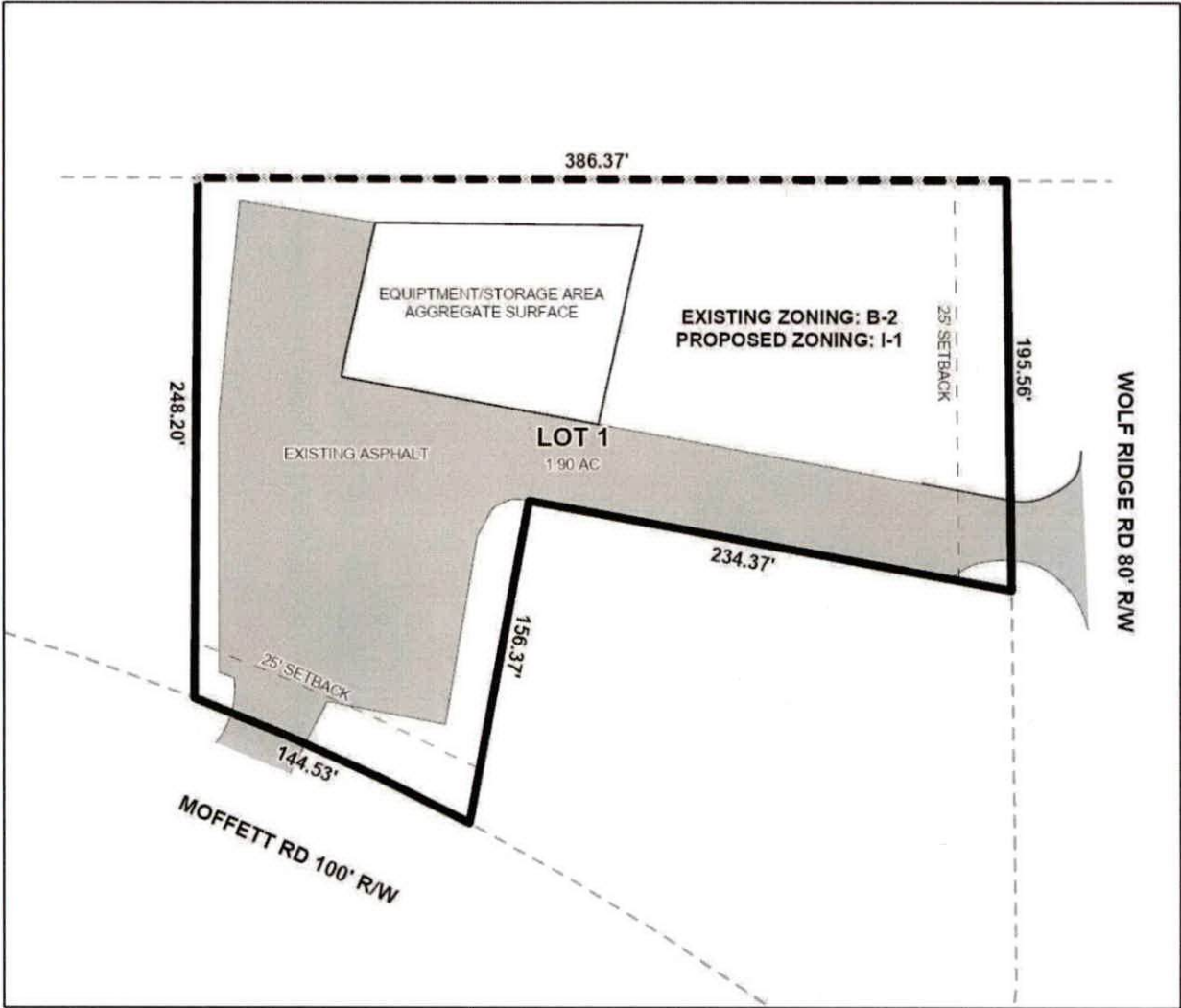
APPLICANT Kari Givens, Byrd Surveying, Inc.

REQUEST Rezoning From B-2 to I-1

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 drives, proposed storage area, and setbacks.

APPLICATION NUMBER	5	DATE	June 12, 2025
APPLICANT	Kari Givens, Byrd Surveying, Inc.		
REQUEST	Rezoning From B-2 to I-1		

N

NTS

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

Zoning District Correspondence Matrix

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



MIXED COMMERCIAL CORRIDOR (MCC)

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

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

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

R E S O L U T I O N

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

Adopted:

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A
SHUTTLE SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Kahtan Ahmed to operate a shuttle service in the city of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on July 29, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of **Kahtan Ahmed** for a Certificate of Public Convenience and Necessity to operate a **shuttle** service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Kahtan Ahmed for a Certificate of Public Convenience and Necessity to operate a shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted: JUN 24 2025

TABLED

City Clerk

R E S O L U T I O N

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

Adopted: JUN - 3 2025



City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A SHUTTLE SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Kahtan Ahmed to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on June 17, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



Lisa C. Lambert
City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Hakhtan Ahmed, individually or on behalf of _____, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate: Hakhtan Ahmed

Mobile Business Address: _____

Telephone _____

Trade Name (d/b/a): _____

II. Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____

SSN: _____

Address
code

City

State

Zip

Telephone Number: _____

Driver's License #: _____

Residing in Mobile County: Years: 7

Months: 1

U.S. Citizenship: Yes ☒ No _____

I attest, under penalty of perjury that I am:

☒ A citizen or national of the United States

_____ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. ☒ Other: (please specify) _____

Business Address: _____



(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, and etc.

Name	Title	Address	Amount of Stock Held (if any)

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☒ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: Airport + Mobile Regional

What will be your days and hours of operation? Everyday / Anytime

How many vehicles (carriages) do you intend to operate? 1

(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: <u>Ford</u>	Year: <u>2010</u>	Model: <u>Transit</u>
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

Taxi Shuttle, "DayTrip Shuttle Service, LLC"
white vehicle.



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

A handwritten signature in black ink, appearing to read "Kahtan H Ahmend", is written over a horizontal line.

Applicant's Signature

NAME OF ENTITY:

Day Trip LLC

By: Kahtan H Ahmend

Its Member

SWORN TO AND SUBSCRIBED BEFORE ME THIS
21 DAY OF April, 2025

NOEMID V ACOSTA
Notary Public
Alabama State at Large

A handwritten signature in black ink, appearing to read "Noemid V Acosta", is written over a horizontal line.

Notary Public



(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

**BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Kahtan H Ahmed

Date of Birth: _____ Security #: _____

Present Address ⁹ _____ 36609

Home Phone Number _____ Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: _____

Present Position/Title: _____

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

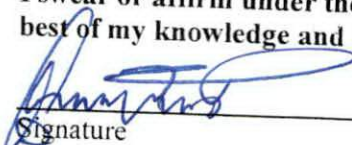
VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.


Signature

Date Signed

**DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION**

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:
Day Trip LLC
2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**
3. The name of the registered agent (only one agent): Kahtan H Ahmed
Street (**no PO Boxes**) address of registered office (must be located in Alabama): _____

*COUNTY of above address: MOBILE
Mailing address in Alabama of registered office (if different from street address): _____

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-186-457	DLL
Date	04/18/2025
Time	11:36:00
File	\$100.00
County	\$100.00

Total	\$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check only if the type applies to the Limited Liability Company being formed:

☐ Series LLC complying with Title 10A, Chapter 5A, Article 11

☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8

☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 4 / 18 / 2025 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 11 : 36 ☒ AM or ☐ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

4 / 18 / 2025
Date (MM/DD/YYYY)

Kahtan H Ahmed
Signature as required by 10A-5A-2.04

Member
Typed title (organizer or attorney-in-fact)

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



(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Kahtan H Ahmed

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description: _____

Height: 5' 6"

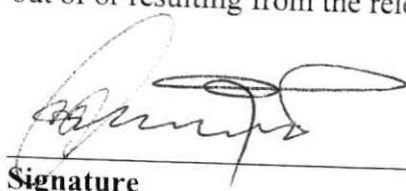
Weight: 165 lbs

Hair Color: Black

Eye Color: Brown

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.


Signature

4/21/25
Date signed



Mobile County Sheriff's Office
Sheriff Paul Burch, Jr.

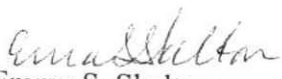
Date: 04/21/2025

To Whom It May Concern:

SUBJECT: KAHTAN HAZAM AHMED
DOB:

The Central Records Section of the Mobile County Sheriff's Office, Alabama, shows
no arrest /records for the above named individual.

Mobile County Sheriff's Office


Emma S. Skelton
Record Specialist
251-574-8660

APPLICANT
1632500317

AHMED, KAHTAN HAZAM

AL0020000

1/21/25

Bonnie Larame

US

M

A

506

APPLICANT SCREENING



1632500311

AHMED, KAHTAN HAZAM

AL002000C

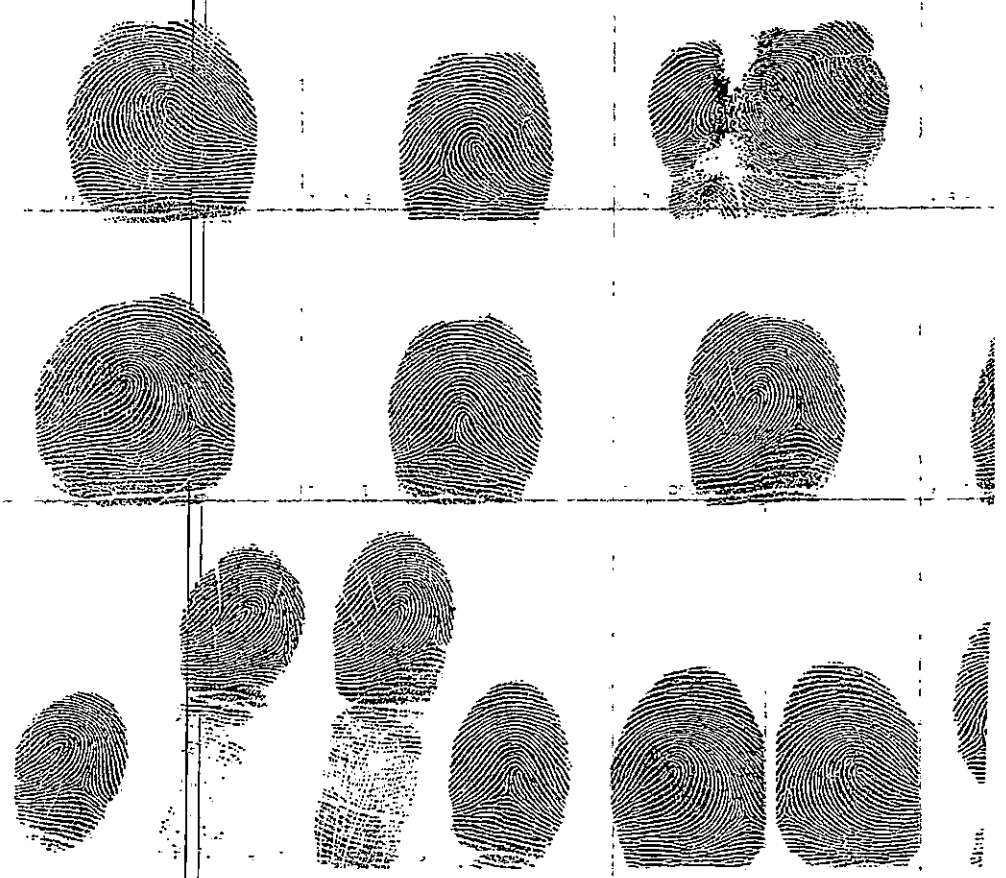
1/21/25

Bonnie Laramie

US

M A 50

APPLICANT SCREENING



Date of this notice: 04-18-2025

Employer Identification Number:
33-4657859

Form: SS-4

Number of this notice: CP 575 G

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

DAY TRIP LLC
KAHTAN H AHMED SOLE MBR
900 DOWNTOWNER BLVD APT 167
MOBILE, AL 36609

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 33-4657859. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

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

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

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

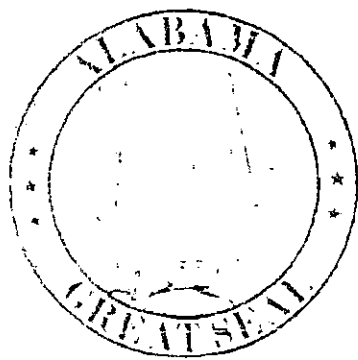
STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

Day Trip LLC

This name reservation is for the exclusive use of Kahtan H Ahmed, 900
Downtown Blvd., Apt 167, Mobile, AL 36609 for a period of one year beginning
April 18, 2025 and expiring April 18, 2026



**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

April 18, 2025

Date

A handwritten signature of Wes Allen in black ink.

RES214395

Wes Allen

Secretary of State



INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Lagniappe Weekly** on the dates indicated below. If changes are needed, please contact us prior to deadline at (251) 450-4466.

Notice ID: KFPOlOnp7J4d6ZNFJWBH | Proof Updated: Jun. 04, 2025 at 01:01pm CDT
Notice Name: Kahtan Ahmed CPCN

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

Lana Pafenbach-Gauthier
lana.gauthier@cityofmobile.org
(251) 208-7411

FILING FOR

Lagniappe Weekly

Columns Wide: 1

Ad Class: Legals

Total Column Inches: 1.81

Number of Lines: 16

06/11/2025: Other

21.28

Subtotal	\$21.28
Tax	\$0.00
Processing Fee	\$7.13
Total	\$28.41

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Kahtan Ahmed to operate a taxicab and shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on June 17, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lagniappe RD June 11, 2025