AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, July 22, 2025, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

   Father Dan Good, Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**

6. **APPROVAL OF MINUTES**

   July 15, 2025

7. **COMMUNICATIONS FROM THE MAYOR**

8. **ADOPTION OF THE AGENDA**

9. **APPEALS**

   Request of Cooper Restaurants, Inc. for a waiver of the Noise Ordinance at 2058 Airport Boulevard on December 28, 2025, from 6:00 p.m. - 10:00 p.m. (District 1).

Request of Raymond Mitchell for a waiver of the Noise Ordinance at 965 Elmira Street on July 26, 2025, from 3:00 p.m. - 10:00 p.m. (District 2).

10. PUBLIC HEARINGS

Public hearing to consider rezoning property located at 5945, 6000, & 6030 Rangeline Road and 5933 Rabbit Creek Drive from R-A and B-5 to R-1 and B-5 (District 4).

Public hearing to consider the modification of a previously approved Planning Approval for property located at the northwest corner of Loyola and Provident Lanes (District 7).

Public hearing to consider the modification of a previously approved Planned Unit Development for property located at the northwest corner of Loyola and Provident Lanes (District 7).

Public hearing to consider the modification of a previously approved Planned Unit Development for property located at 5487, 5491, and 5495 Hilltop Drive, South (District 7).

Public hearing to declare the structure at 2666 Josephine Street a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 616 Petit Avenue a public nuisance and order it demolished (District 1).

Public hearing to declare the structure 560 Cedar Avenue a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 310 Rylands Street, F/K/A 310 Rylands Lane a public nuisance and order it demolished (District 2).

Public hearing to consider the application of Gwendolyn and Darrin Clark for a Certificate of Public Convenience and Necessity to operate a non-emergency medical transport service.

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Cynthia Duggar - comments regarding progress of the new animal shelter and offer solutions for stray dogs and cats.

Carol Hunt - animal shelter plan & monies allotted, health & welfare of sheltered and

stray animals, and shelter staff & volunteers.

Tremayne Williams - provide information about the Crescent Theater.

Sabrina Mass - acknowledge the success of Tremayne Williams reopening the Crescent Theater.

12. ORDINANCES HELD OVER

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

13. CONSENT RESOLUTIONS HELD OVER

40-714 Fix costs for demolition of the structure at 1901 Bishop Avenue (sponsored by Councilmember Carroll).

40-715 Fix costs for demolition of the structure at 1954 Bishop Avenue (sponsored by Councilmember Carroll).

40-716 Fix costs for demolition of the structure at 1900 Franklin Drive, E. (sponsored by Councilmember Carroll).

40-717 Fix costs for demolition of the structure at 1906 Franklin Drive, E. (sponsored by Councilmember Carroll).

14. RESOLUTIONS HELD OVER

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.).

08-959 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.).

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).

15. ORDINANCES BEING INTRODUCED

64-038 Consider rezoning property located at 5945, 6000, & 6030 Rangeline Road and 5933 Rabbit Creek Drive from R-A and B-5 to R-1 and B-5 (sponsored by Councilmember Reynolds).

64-039 Consider the modification of a previously approved Planning Approval for property located at the northwest corner of Loyola and Provident Lanes (sponsored by Councilmember Gregory).

64-040 Consider the modification of a previously approved Planned Unit Development for property located at the northwest corner of Loyola and Provident Lanes (sponsored by Councilmember Gregory).

64-041 Consider the modification of a previously approved Planned Unit Development for property located at 5487, 5491, and 5495 Hilltop Drive, South (sponsored by Councilmember Gregory).

16. CONSENT RESOLUTIONS BEING INTRODUCED

37-972 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Empanola Mobile; 4415 Old Shell Rd. (sponsored by Councilmember Gregory).

37-973 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (On/Off Premises) License to Lost PIzza Company; 2540 Old Shell Rd. (sponsored by Councilmember Gregory).

40-974 Declare the structure at 2666 Josephine Street a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-975 Declare the structure at 616 Petit Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-976 Declare the structure 560 Cedar Avenue a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-977 Declare the structure at 310 Rylands Street, F/K/A 310 Rylands Lane a public nuisance and order it demolished (sponsored by Councilmember Carroll).

46-978 Honorarily rename a portion of Dr. Martin Luther King, Jr. Avenue to "Honorary James E. Buskey Avenue" (sponsored by Councilmember Carroll).

58-979 Authorize removal of weeds, Group #1665.

60-980 Approve award of special bonus to the City Clerk's Office Employee of the Month; Roberts (sponsored by Mayor Stimpson) (submitted by Lisa C. Lambert, City Clerk).

60-981 Determine an appropriation to Big Brothers Big Sisters of the Central Gulf Coast serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-982 Determine an appropriation to Marching Cougars Band/Band Booster Club serves a public purpose and approve payment (sponsored by Councilmember Daves) (submitted by Donna Bryars, Accounting Dept.).

60-983 Determine an appropriation to Medal of Honor Park serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

17. CIP RESOLUTIONS INTRODUCED

21-984 Authorize contract with H & H Electric Company, Inc. for West Side Park ballfield lighting improvements; $492,232.00 (sponsored by Councilmember Woods and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

18. RESOLUTIONS BEING INTRODUCED

08-985 Approve item-based bid for surveillance cameras and equipment (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-986 Approve purchase order to Classic Paint & Body, Inc. for wreck damage repairs to Chevrolet Tahoe; $15,613.92 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-987 Approve purchase order to Coastal Alabama Community College for summer semester courses for MFRD; $17,498.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-988 Approve purchase order to Dana Safety Supply, Inc. for vehicle upfits for MPD; $885,923.55 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-989 Approve purchase order to IVM Solutions, LLC for herbicide treatment applications on drainage canals and ditches; $98,994.77 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-990 Approve purchase order to Joe Bullard Chevrolet for Silverado pickup truck; $60,424.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-991 Approve purchase order to Long Lewis Ford of the Shoals, Inc. for six Ford Bronco SUVs for Engineering Dept.; $186,381.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-992 Approve purchase order to Long Lewis Ford of the Shoals, Inc. for one Ford Bronco SUV for Legal Dept.; $30,733.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-993 Approve purchase order to Sansom Equipment Co., Inc. for street sweeper for Parks Dept.; $174,052.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-994 Approve purchase order to Sansom Equipment Co., Inc. for garbage truck for Sanitation Dept.; $397.265.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-995 Approve purchase order to Stivers Ford Lincoln, Inc. for F150 Supercrew pickup trucks for Engineering Dept.; $179,408.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-996 Approve purchase order to Tarkett USA, Inc. for new flooring for National Maritime Museum; $78,809.41 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-997 Approve purchase order to Temple, Inc. for traffic signal equipment cabinets for Traffic Engineering Dept.; $121,731.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-998 Approve purchase order to Ward International Trucks, LLC for Isuzu crew cab box truck for Motor Pool; $86,458.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-999 Transfer funds from SDW24 Sidewalk Allocation for District 7 to Grants Project G-TAPVOS to assist with Village of Spring Hill sidewalks; $20,000.00 (sponsored by Mayor Stimpson) (submitted by John Forrester, Engineering Dept.).

21-1000 Authorize Contract with McElhenney Construction Company, LLC, for the Innovating St. Louis Street: Mobile's Technology Corridor Complete Streets Project; $16,797,719.65 (sponsored by Mayor Stimpson) (submitted by Jennfer Greene, Programs & Project Mgmt.).

31-1001 Authorize the Mayor to apply, accept and receive a grant from the U. S. Department of Justice for the FY25 COPS Hiring Program; ($785,784.00 match requirement) (sponsored by Mayor Stimpson) (submitted by Robert Lasky, Public Safety Director).

37-1002 Consider the application of Gwendolyn and Darrin Clark for a Certificate of Public Convenience and Necessity to operate a non-emergency medical transport service (submitted by Lisa C. Lambert, City Clerk).

19. CALL FOR PUBLIC HEARINGS

41-1003 Call for public hearing to consider rezoning property located at 4421 Government Boulevard from R-1 to B-3 (scheduled for August 27, 2025) (District 4).

20. 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 Cityôs 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: COOPER RESTAURANTS, INC.

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-415-7272 Cell Number: 251-656-3887

Organization (if applicable) _____

Mailing Address of Applicant PO BOX 1566 MOBILE, AL 36633

Telephone No. 251-415-7272 E-mail address STACIE.KNIGHT@COOPERRESTAURANTS.COM

Location or address of event where amplification will be used:

2058 AIRPORT BLVD MOBILE, AL 36606

Date of Event: 12/28/2025 Starting Time: 6:00PM Ending Time 10:00PM

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

Type of Event: END OF YEAR CELEBRATION

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

Music containing obscene language or profanity is prohibited

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

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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(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: Raymond Mitchell

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 2512641608

Organization (if applicable) _____

Mailing Address of Applicant 841 Covan ave Prichard, Al 36612

Telephone No. _____ E-mail address Jamarqis1@yahoo.com

Location or address of event where amplification will be used:
965 Elmira St Mobile, Al 36604

Date of Event: July 26, 2025 Starting Time: 3pm Ending Time 10pm

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

Type of Event: Birthday Celebration

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
5945, 6000, & 6030 Rangeline Road and 5933 Rabbit Creek Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 17, 2025**, a public hearing will be held on the **22nd** day of **July, 2025**, at 10:30 a.m., to consider adoption of an ordinance for proposed rezoning of property located at 5945, 6000, & 6030 Rangeline Road and 5933 Rabbit Creek Drive from R-A, Residential Agricultural District, and B-5, Office Distribution District, to R-1, Single-Family Residential Suburban District, and B-5, Office Distribution 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:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, D.R. TAYLOR SUBDIVISION, AS RECORDED IN MAP BOOK 81, PAGE 34 IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE ALABAMA, SAID POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE; THENCE RUN S24°40'54"W, ALONG THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, 260.06 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2093.86 AND A DELTA ANGLE OF 3°25'19"; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE, AN ARC LENGTH OF 125.05 FEET (CHORD BEARS S25°55'29"W, 125.03 FEET) TO A POINT; THENCE RUN S79°20'04"W, 203.40 FEET TO A POINT ON A CURVE, CONCAVING TO THE NORTHWEST, HAVING A RADIUS OF 1939.86, AND A DELTA ANGLE OF 3°01'00"; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, AN ARC LENGTH OF 102.13 FEET (CHORD BEARS S34°47'15"W, 102.12 FEET) TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID CURVE, AN ARC LENGTH OF 591.21 FEET (CHORD BEARS S43°56'33"W, 588.93 FEET) TO THE P.R.C. OF A CURVE TO THE LEFT, HAVING A RADIUS OF 994.96 AND A DELTA ANGLE OF 40°36'18"; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE, AN ARC LENGTH OF 705.12 FEET (CHORD BEARS S32°22'12"W, 690.46 FEET) TO THE P.T. THEREOF; THENCE RUN S12°03'36"W, ALONG SAID EAST RIGHT-OF-WAY LINE, 607.84 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 984.93, AND A DELTA ANGLE OF 15°28'10"; THENCE RUN SOUTHWESTWARDLY, ALONG

SAID CURVE AND EAST RIGHT-OF-WAY LINE, AN ARC LENGTH OF 265.92 FEET (CHORD BEARS S19°48'44"W, 265.12 FEET) TO A POINT; THENCE RUN S76°08'34"E, 155.84 FEET TO A POINT; THENCE RUN N13°29'55"E, 1093.06 FEET TO A POINT; THENCE RUN N41°48'43"E, 256.16 FEET TO A POINT; THENCE RUN N44°37'16"E, 777.93 FEET TO A POINT; THENCE RUN N57°48'06"W, 151.81 FEET TO THE POINT OF BEGINNING.

ALSO

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, D.R. TAYLOR SUBDIVISION, AS RECORDED IN MAP BOOK 81, PAGE 34 IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE ALABAMA, SAID POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE; THENCE RUN S89°34'47"E, ALONG THE NORTH LINE OF SAID LOT 1, 67.38 FEET TO A POINT; THENCE RUN S0°16'27"W, ALONG THE EAST LINE OF SAID LOT 1, 774.20 FEET TO A POINT BEING THE SOUTHWEST CORNER OF SAID LOT 1; THENCE CONTINUE ALONG SAID LINE, S0°16'27"W, 89.83 FEET TO A POINT BEING THE NORTHWEST CORNER OF LOT 1, RANGE LINE - HAMILTON INDUSTRIAL PARK, THIRD ADDITION, AS RECORDED IN MAP BOOK 46, PAGE 22 IN THE OFFICE OF THE JUDGE OF PROBATE COURT; THENCE RUN ALONG THE NORTH LINE OF SAID SUBDIVISION, N60°02'53"E, 555.24 FEET TO A POINT LOCATED ON THE WEST RIGHT-OF-WAY LINE OF RANGE LINE ROAD; THENCE RUN S29°49'45"E, ALONG SAID RIGHT-OF-WAY LINE, 1050.11 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF LOT "A", FAYARD SUBDIVISION, AS RECORDED IN MAP BOOK 74, PAGE 71 IN THE OFFICE OF THE JUDGE OF PROBATE COURT; THENCE RUN S60°05'24"W, ALONG THE SOUTH LINE OF SAID LOT "A", 2018.52 FEET TO A POINT BEING THE SOUTHWEST CORNER OF LOT "A"; THENCE RUN N76°08'34"W, 595.30 FEET TO A POINT; THENCE RUN N13°29'55"E, 1093.06 FEET TO A POINT; THENCE RUN N41°48'43"E, 256.16 FEET TO A POINT; THENCE RUN N44°37'16"E, 777.93 FEET TO A POINT; THENCE RUN N57°48'06"W, 151.81 FEET TO A POINT BEING THE SOUTHEAST CORNER OF SAID LOT 1 OF D.R. TAYLOR SUBDIVISION, LOCATED ON A CURVE, CONCAVING TO THE NORTHWEST, HAVING A RADIUS OF 1939.86, AND A DELTA ANGLE OF 3°01'00"; THENCE RUN NORTHEASTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, AN ARC LENGTH OF 102.13 FEET (CHORD BEARS N34°47'15"E, 102.12 FEET) TO A POINT; THENCE RUN N79°20'04"E, 203.40 FEET TO A POINT ON A CONCAVING CURVE TO THE NORTHWEST WITH A RADIUS OF 2093.86 FEET; THENCE RUN ALONG SAID CURVE, 125.05 FEET (CHORD BEARS: N25°55'29"E, 125.03 FEET) THENCE RUN N24°40'54"E, 260.06 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from R-A, Residential Agricultural District, and B-5, Office Distribution District, to R-1, Single-Family Residential Suburban District, and B-5, Office Distribution 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 R-1, Single-Family Residential Suburban District, and B-5, Office Distribution 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 R-1, Single-Family Residential Suburban District, or B-5, Office Distribution District, until the following conditions have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized 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 22nd 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 25th 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 **5945, 6000 & 6030 Rangeline Road, and 5933 Rabbit Creek Drive.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-A, Residential Agricultural District, and B-5, Office Distribution District, to R-1, Single-Family Residential Suburban District, and B-5, Office Distribution 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 **R-1 and B-5** 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 an **R-1 or B-5** districts until the following conditions have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

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

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

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

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

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, D.R. TAYLOR SUBDIVISION, AS RECORDED IN MAP BOOK 81, PAGE 34 IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE ALABAMA, SAID POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE; THENCE RUN S24°40'54"W, ALONG THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, 260.06 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2093.86 AND A DELTA ANGLE OF 3°25'19"; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE, AN ARC LENGTH OF 125.05 FEET (CHORD BEARS S25°55'29"W, 125.03 FEET) TO A POINT; THENCE RUN S79°20'04"W, 203.40 FEET TO A POINT ON A CURVE, CONCAVING TO THE NORTHWEST, HAVING A RADIUS OF 1939.86, AND A DELTA ANGLE OF 3°01'00"; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, AN ARC LENGTH OF 102.13 FEET (CHORD BEARS S34°47'15"W, 102.12 FEET) TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID CURVE, AN ARC LENGTH OF 591.21 FEET (CHORD BEARS S43°56'33"W, 588.93 FEET) TO THE P.R.C. OF A CURVE TO THE LEFT, HAVING A RADIUS OF 994.96 AND A DELTA ANGLE OF 40°36'18"; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE, AN ARC LENGTH OF 705.12 FEET (CHORD BEARS S32°22'12"W, 690.46 FEET) TO THE P.T. THEREOF; THENCE RUN S12°03'36"W, ALONG SAID EAST RIGHT-OF-WAY LINE, 607.84 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 984.93, AND A DELTA ANGLE OF 15°28'10"; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE, AN ARC LENGTH OF 265.92 FEET (CHORD BEARS S19°48'44"W, 265.12 FEET) TO A POINT; THENCE RUN S76°08'34"E, 155.84 FEET TO A POINT; THENCE RUN N13°29'55"E, 1093.06 FEET TO A POINT; THENCE RUN N41°48'43"E, 256.16 FEET TO A POINT; THENCE RUN N44°37'16"E, 777.93 FEET TO A POINT; THENCE RUN N57°48'06"W, 151.81 FEET TO THE POINT OF BEGINNING.

ALSO

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, D.R. TAYLOR SUBDIVISION, AS RECORDED IN MAP BOOK 81, PAGE 34 IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE ALABAMA, SAID POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE; THENCE RUN S89°34'47"E, ALONG THE NORTH LINE OF SAID LOT 1, 67.38 FEET TO A POINT; THENCE RUN S0°16'27"W, ALONG THE EAST LINE OF SAID LOT 1, 774.20 FEET TO A POINT BEING THE SOUTHWEST CORNER OF SAID LOT 1; THENCE CONTINUE ALONG SAID LINE, S0°16'27"W, 89.83 FEET TO A POINT BEING THE NORTHWEST CORNER OF LOT 1, RANGE LINE - HAMILTON INDUSTRIAL PARK, THIRD ADDITION, AS RECORDED IN MAP BOOK 46, PAGE 22 IN THE OFFICE OF THE JUDGE OF PROBATE COURT; THENCE RUN ALONG THE NORTH LINE OF SAID SUBDIVISION, N60°02'53"E, 555.24 FEET TO A POINT LOCATED ON THE WEST RIGHT-OF-WAY LINE OF RANGE LINE ROAD; THENCE RUN S29°49'45"E, ALONG SAID RIGHT-OF-WAY LINE, 1050.11 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF LOT "A", FAYARD SUBDIVISION, AS RECORDED IN MAP BOOK 74, PAGE 71 IN THE OFFICE OF THE JUDGE OF PROBATE COURT; THENCE RUN S60°05'24"W, ALONG THE SOUTH LINE OF SAID LOT "A", 2018.52 FEET TO A POINT BEING THE SOUTHWEST CORNER OF LOT "A"; THENCE RUN N76°08'34"W, 595.30 FEET TO A POINT; THENCE RUN N13°29'55"E, 1093.06 FEET TO A POINT; THENCE RUN N41°48'43"E, 256.16 FEET TO A POINT; THENCE RUN N44°37'16"E, 777.93 FEET TO A POINT; THENCE RUN N57°48'06"W, 151.81 FEET TO A POINT BEING THE SOUTHEAST CORNER OF SAID LOT 1 OF D.R. TAYLOR SUBDIVISION, LOCATED ON A CURVE, CONCAVING TO THE NORTHWEST, HAVING A RADIUS OF 1939.86, AND A DELTA ANGLE OF 3°01'00"; THENCE RUN NORTHEASTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, AN ARC LENGTH OF 102.13 FEET (CHORD BEARS N34°47'15"E, 102.12 FEET) TO A POINT; THENCE RUN N79°20'04"E, 203.40 FEET TO A POINT ON A CONCAVING CURVE TO THE NORTHWEST WITH A RADIUS OF 2093.86 FEET; THENCE RUN ALONG SAID CURVE, 125.05 FEET (CHORD BEARS: N25°55'29"E, 125.03 FEET) THENCE RUN N24°40'54"E, 260.06 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from **R-A, Residential Agricultural District**, and **B-5, Office Distribution District**, to **R-1, Single-Family Residential Suburban District**, and **B-5, Office Distribution 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 **R-1, Single-Family Residential Suburban District,** and **B-5, Office Distribution 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 **R-1, Single-Family Residential Suburban District**, or **B-5, Office Distribution District,** until the following conditions have been complied with: **1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

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

Adopted:

_____

Lisa Lambert, City Clerk

Rangeline/Rabbit Creek Drive Subdivision
John Fayard Real Estate, LLC
5945, 6000 & 6030 Rangeline Road, and 5933 Rabbit Creek Drive
Council District 4
Ben Reynolds

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

June 9, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on April 17, 2025, considered the request of John Fayard Real Estate, LLC, for a change in zoning from **R-A, Residential Agricultural District, and B-5, Office Distribution District, to R-1, Single-Family Residential Suburban District, and B-5, Office Distribution District**, for the property located at **5945, 6000 & 6030 Rangeline Road, and 5933 Rabbit Creek Drive**.

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

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

April 21, 2025

John R. Fayard, Jr.
Post Office Box 2189
Gulfport, Mississippi 39505

Re: 5945, 6000 & 6030 Rangeline Road and 5933 Rabbit Creek Drive
ZON-UDC-003228-2025
Rangeline/Rabbit Creek Drive Subdivision
John Fayard Real Estate, LLC
District 4
Rezoning from Residential Agricultural District (R-A) and Office Distribution District (B-5), to Single Family Residential Suburban District (R-1) and Office Distribution District (B-5).

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

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

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **R-1, Single-Family Residential Suburban District**, and **B-5, Office Distribution District**:

A) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
B) Change. Changing conditions in a particular area make an amendment necessary and desirable.
C) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval Rezoning the property to **R-1, Single-Family Residential Suburban District**, and **B-5, Office Distribution District**, subject to the following conditions:

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

The advertising fee for this application is based on the current legal description is **$553.28** 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
March 28, 2025
PUBLIC HEARING NOTICE

Re: 6030 Rangeline Road
ZON-UDC-003228-2025
Rangeline/Rabbit Creek Drive Subdivision
John Fayard Real Estate, LLC
District 4
Rezoning from Residential Agricultural District (R-A) and Office Distribution District (B-5), to Single-Family Residential Suburban District (R-1) and Office Distribution District (B-5).

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.

Rogers, Payton

From: Molly Stanford <molly@polysurveying.com>
Sent: Thursday, February 20, 2025 3:23 PM
To: Rogers, Payton
Cc: Anderson, Logan; Travarus Franklin; Polysurveying Mail; Brett Orrell
Subject: RE: John Fayard Real Estate, LLC / Rangeline Rabbit Creek Drive Subdivision; ZON-UDC-3228-2025 & SUB-3226-2025

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

Payton,

We are requesting a holdover so we can schedule a neighborhood meeting. Please holdover until the April meeting. If you need any additional information, please let us know. Thanks.

Best,

Molly Stanford
ALTA Admin Coordinator/Human Resources
5588 Jackson Road
Mobile, AL 36619
251-666-2010 (office)
molly@polysurveying.com

POLY
SURVEYING

CORPORATE OFFICE
5588 Jackson Road
Mobile, AL 36619
(251) 666-2010

ALABAMA FIELD OFFICES
Daphne: (251) 626-0905
8749
Montgomery: (334) 245-5721

FLORIDA FIELD OFFICES
Pensacola: (850) 696-1661
Defuniak Springs: (850) 790-0045
Tallahassee: (448) 488-0585
Jacksonville: (904) 312-7095

MISSISSIPPI FIELD OFFICES
Ocean Springs: (228) 215-

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project _____

Address _____

Owner John Fayard

Address PO Box 2189 Zip Code 39505

Phone 228-365-0558 Fax _____ Email jfayard@johnfayardwarehouse.com.

Authorized Agent _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

SURVEYOR
~~Civil Engineer~~ POLYSURVEYING

Address 5588 JACKSON ROAD Zip Code 36619

Phone 251-666-2010 Fax _____ Email MAIL@POLYSURVEYING.COM

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

John L. Fayard Jr
Signature

JOHN FAYARD, JR.
Print

2-3-25
Date

Affiliation to project/Organization

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

The property is currently split zoned, based on new division of property as a 2-lot subdivision, currently B-5 and R-A.
We are asking to extend the B-5 designation back to meet the rear of the newly formed R-1 development
of 18 proposed lots in a separate simultaneous submittal.

	B-5 & R-1
Future Land Use Map (FLUM) Designation	Requested Zoning

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

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

The business has been in operation for many years and are looking to re-develop road frontage lots along
Rabbit Creek Drive for residential purposes. There is no current plan for expansion of B-5, but will need to avoid split zoning.
The B-5 site submitted as is.

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

Residential corridor of Rabbit Creek Drive is to be paved to private road standards in conjunction with
City engineering for residential development.

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.

Current use is a steady mix of commercial, industrial and residential that fits this area as it exists today. The B-5 property is an established trucking company.

2. Describe the surrounding land uses.

The Rangeline Road side of the property shares a mix of industrial and business properties, while the Rabbit Creek Drive side is mostly residential with both R-1 and R-A zoning nearby.

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

Rezoning and movement of the property line for B-5 would meet buffering requirements of the City zoning ordinance.

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

The B-5 portion of the property retains its use and access through Rangeline Road and the proposed residential portion will utilize Rabbit Creek Drive once it is paved to City engineering standards.

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

The development of the residential lots will provide additional homes for the area near current residential homes and neighborhoods. The portion of the R-A zone to be converted to B-5 allows for expansion of the established trucking business.

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

N/A

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

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

Date of Submittal: 4/1/25

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: 3/25/25

Neighborhood Meeting Time: 4pm

Neighborhood Meeting Location: Cypress Shores Baptist Church

_____

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 of referenced at the meeting
- ✓ Additional documents (Describe: _____

_____)

Applicant's Name: Lynn Nolen

(First Name & Last Name)

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

X Lynn Nolen Date: 3/27/25

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.

Notice of Neighborhood Meeting
March 7, 2025

Dear Property Owners:

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following applications at Lynn Nolen & Brian Bailey will be submitting to the Mobile City Planning Commission:

1. Application Zoning change to rezone the property at 6030 Rangeline Road Mobile, Alabama 36619 from RA to R-1 for Lot 1. As well as rezoning lot 2 from RA to B-5.
2. Application for Conditional Use Permit approval to allow use of the property located at 6030 Rangeline Rd Lot 1- to build single family homes and Lot 2- to build warehouse spaces and laydown yard.

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

3/25/25

4:00pm

Cyrpress Shores Baptist Church
4327 Higgins Rd Mobile, Alabama 36619

You are receiving this notice because your property is located within 300 feet of 6030 Rangeline Road Mobile, Alabama 36619, In compliance with the notification requirements of Article 5 of the city's Unified Developmental Code. You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced applications, ask questions, and present your views.

Sincerely,

Lynn Nolen

Lynn Nolen
9970 Lynd Road
Grand Bay, Alabama 36541
clnolen@yahoo.com

Neighborhood Meeting Summary

Meeting Date: 3/25/25

Meeting Time: 4:00pm

Meeting Location: Cypress Shores Baptist

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

- We would like to rezone lot 1 from RA to R-1 to build Houses on.
- And rezone lot 2 from RA to B-5

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

please see attached plot plan

Please attach copies of the distributed information to this summary.

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

The neighborhood meeting was called to order @ 4:25pm. The meeting began will a full proposal of the intended use of the property. After the explanation the floor was opened for questions and discussion. The laydown yard was a large subject. The attendees wanted assurance that there would not be a distribution center built, Lyn Nolen and Mike Dees both attested to the fact that Mr Fayard said his intent was to build a laydown yard. As far as the residential lots, privacy was a concern

Neighborhood Meeting Summary
Date: 3/25/25
Applicant: _____

Meeting Location: Cypressshores Baptist church
Application: _____

(Meeting summary, continued)
as to which multiple options were proposed. The time line for the upcoming projects were discussed as what steps are needed to move forward. The meeting ended on a positive note and everyone understood the plan moving forward. The meeting ended @ 4:52 pm.

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

The Neighborhood Meeting ended at the following time: 4:52 pm

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

X Lynn Nolan **Date:** 3/27/25

Neighborhood Meeting

Date: 3/25/25

Time: 4:00pm

Location of Neighborhood Meeting: Cypress Shores Baptist Church

Project Location: 6030 Rangeline Rd

Project/Application (e.g. Rezoning from R-1 to B-1):
Lot 1: RA → R-1
Lot 2: RA → B-5

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

X [signature] Date: 3/27/25

Please Sign In:

Name: Kathleen Parker Email: kathleenparker307@yahoo.com
Address: 5960 Riverchase Dr S Mobile 36619 Phone: 251 604 7329

Name: Lee HOFFMAN Email: NONE
Address: 4611 GENRAL RD MOBILE AL Phone: 251 509 5981

Name: JERRY OLDSHUE Email: BOLDSHUE@ME.COM
Address: 6000 RIVERCHASE DR. S. Phone: 205 792 7796

Name: Anthony Hammontree Email: anthony@expressway carpetmobile.com
Address: 5930 Riverchase Dr N Phone: 251-680-1900

Neighborhood Meeting Sign-In Sheet
Date: 3/25/25
Applicant:

Meeting Location: Cypress Shores Baptist church
Application(s):

Name: Stephanie Bender Email: SMB9040jagmail.southalabama.edu
Address: 10070 Riverchase Dr S. Phone: 251-458-1632

Name: Allison Little Email: allisonlittle2015@att.net
Address: 5870 Riverchase Dr. N. Phone: 251-767-8069

Name: JOSH MCKEE Email: JMCKEE22@GMAIL.COM
Address: 5920 RIVERCHASE DR N Phone: 304-312-1234

Name: RANDY DONALD Email: rdonald22@bellsouth.net
Address: 5810 Riverchase Dr N Phone: 251.463.7570

Name: Sheree P Dees Email: ShereeDees@shereedees.com
Address: 5860 Riverchase Dr N Phone: 251-510-1001

Name: Mike Dees Email: MikeDees@southerntimberland.com
Address: 5860 Riverchase Dr N Phone: 251-510-1005

Name: Lynnwell Murrow Email: lynnwellmurrow@BMHScooper.com
Address: 5840 Riverchase Dr N. Phone: 251 583-7535

Name: Row Murrow Email: RowMurrow@BMHScooper.com
Address: 5840 Riverchase Dr N Phone: 251 583-7537

Neighborhood Meeting Sign-In Sheet

Date: 3/25/25

Applicant: _____

Meeting Location: Cypress Shores Baptist Church

Application(s): _____

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:** _____

March 25, 2025

Planning Comm. Appl.

the meeting for the rezoning for the John Fayard property located at ..... was held at: Cypress Shores Bapt. Church on March 25, 2025 @ 4:00pm.
Lyn Nolen was Representing the applicant John Fayard and presided over the meeting.

There were twelve households represented, eleven from Riverchase Estates and one from other.

Lyn Nolen called meeting to order at 4:25 after some discussion regarding zone differences; current zoning and proposed Rezoning. there was a full size plat for viewing and discussion.
Further in the discussion from the plat we discussed the smaller lots that are up for rezoning and also the remaining property that would be rezoned for the B5 zoning for John Fayards property.
Some of the discussion and concern was the question of Mr. Fayard building a distribution center. Lyn explained that according to Mr Fayard, it should be a laydown yard and of warehouses similar to what is already there. Mike Dees of Riverchase spoke up and said that it was his

Understanding as well that this was his intent and not distribution center
The discussion for the Residential lots ~~were~~ were discussed in detail about lot size and min. Sq. ~~feet~~ Footage. Lyn explained that he typically builds 2,000ft or larger custom homes and the lot sizes will avg. 85' x 150. The neighbors wanted to make sure there will be covenants + restrictions I ~~be~~ assured there would.

- Further discussion about privacy for the Riverchase neighborhood specifically the South end where there is minimal tree coverage. We discussed having some common ground between the two parties by planting cedar trees on the west side of the road on the prop. line of the owners of the Riverchase Lots.

There was a question asked to Lyn about the time frame moving forward and Lyn explained to them that he would turn in the minutes, ~~and~~ & Record from this meeting, and sign in sheet March 26th 2025. At that time planning will notify us of a meeting that will take place that we will attend to discuss with City planning.

~~For the people that~~ were ~~all~~ there attending ~~the meeting, there appeared to be mostly positive~~

~~For the most part,~~ the

The general consensus of the meeting ended on a positive note As they understood our plan in moving forward.

Meeting was adjourned @ 4:~~0~~52pm.

HOFFMAN LEROY
4611 GENERAL RD
MOBILE AL 36619
1

ROONEY DAVID
7630 CAMERON CT
MOBILE AL 36695
2

PARKER KATHLEEN
5960 RIVERCHASE DR S
MOBILE AL 36619
3

GAYLORD BRUCE WALTER & PAMELA KAY GAYLORD
6020 RIVERCHASE DR S
MOBILE AL 36619
4

LEACH JEFFREY ROBERT & JONELLE KEARLEY LEACH AS TRUSTEES (MORE)
6030 RIVERCHASE DR S
MOBILE AL 36619
5

OLDSHUE JERRY C JR & PAIGE OLDSHUE
6000 RIVERCHASE DR S
MOBILE AL 36619
6

MARKS SEAN PAUL & ELIZABETH ALDRIDGE HARRIS MARKS
5950 RIVERCHASE DR S
MOBILE AL 36619
7

BIERMAN TODD & CAROLINE BIERMAN
6399 N COUNTY ROAD 1200E
CHARLESTON IL 61920
8

JONES GLENDA DARLENE & DWAYNE CLARK JONES
6052 RIVERCHASE DR S
MOBILE AL 36619
9

HARTIN CHARLES WILLIAM JR
6060 RIVERCHASE DR S
MOBILE AL 36619
10

RANGELINE ROAD PROPERTIES L L C, AS ASSIGNEE OF
3520 SCENIC DR
MOBILE AL 36605
11

BG BAYOU PROPERTIES LLC
6110 RANGELINE RD
THEODORE AL 36582
12

WITT CHANCE & HEATHER WITT
5880 RIVERCHASE DR N
MOBILE AL 36619
13

BAILEY BRIAN R & JUDY C
5990 RIVERCHASE DR S
MOBILE AL 36619
14

SEWELL JAMES W & STEPHANIE M BENDER
6070 RIVERCHASE DR S
MOBILE AL 36619
15

RIZK SIMON GEORGES & SUSAN CAROLINE RIZK
6094 RIVERCHASE DR S
MOBILE AL 36619
16

DONALD RANDALL N & JOANNA N DONALD
5810 RIVERCHASE DR N
MOBILE AL 36619
17

HAMMONTREE ANTHONY W & MITZI
5830 RIVERCHASE DR N
MOBILE AL 36619
18

MORROW BILLY RONALD & LYNNELL C
5840 RIVERCHASE DR N
MOBILE AL 36619
19

COOPER PATRICIA V, ANTHONY A COOPER, LYNNELL C MORROW AND
900 HILLCREST RD STE A5
MOBILE AL 36695
20

MCKEE JOSHUA JOSEPH & KELSEY CATHERINE RINGEL MCKEE
5920 RIVERCHASE DR N
MOBILE AL 36619
21

LITTLE BRIAN HEITH & ALLISON NELSON LITTLE
5870 RIVERCHASE DR N
MOBILE AL 36619
22

DEES FRANK M & SHEREE L
5860 RIVERCHASE DR N
MOBILE AL 36619
23

MARKS SEAN PAUL & ELIZABETH ALDRIDGE HARRIS MARKS
5950 RIVERCHASE DR S
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LEACH JEFFREY ROBERT & JONELLE KEARLEY LEACH AS TRUSTEES (MORE)
6030 RIVERCHASE DR S
MOBILE AL 36619
25

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619
26

JOHN FAYARD REAL ESTATE LLC
P O BOX 2189
GULF PORT MS 39505
27

THOMPSON PROPERTIES LLC
2136 MARCHFIELD DR W
MOBILE AL 36693
28

Add a Caption

Friday • Mar 7, 2025 • 2:01 PM Adjust

IMG_4573

Apple iPhone 15 Pro Max HEIF

Main Camera — 24 mm ƒ1.78

24 MP • 4284 × 5712 • 5.1 MB

ISO 80 | 24 mm | 0 ev | ƒ1.78 | 1/4310 s

Add a location...

John Fayard Moving & Warehousing, L.L.C.

P.O. Box 2189 • Gulfport, MS 39505
Phone (228) 864-2262 • (866) 862-0867

March 31, 2025

To whom it may concern:

I, John Fayard, nominate Lynn Nolen to be my proxy for the purposes of rezoning the property at 6030 Rangeline Road Mobile, Alabama 36619, Lot 1 & Lot 2. I grant him full permission to act in my absence.

Thank you,

John Fayard

Add a Caption

Friday • Mar 7, 2025 • 1:48 PM Adjust

IMG_4570

Apple iPhone 15 Pro Max HEIF

Main Camera — 24 mm ƒ1.78

12 MP • 3024 × 4032 • 1.7 MB

ISO 64 | 83 mm | 0 ev | ƒ1.78 | 1/4310 s

Add a location...

Add a Caption

Look Up **Plant** >

Friday • Mar 7, 2025 • 1:57 PM Adjust

IMG_4571

Apple iPhone 15 Pro Max HEIF

Main Camera — 24 mm ƒ1.78

24 MP • 4284 × 5712 • 4.9 MB

ISO 80	24 mm	0 ev	ƒ1.78	1/3247 s

Add a location...

Add a Caption

Friday • Mar 7, 2025 • 1:57 PM Adjust

IMG_4572

Apple iPhone 15 Pro Max HEIF

Main Camera — 24 mm ƒ1.78

12 MP • 3024 × 4032 • 762 KB

ISO 64 | 89 mm | 0 ev | ƒ1.78 | 1/1724 s

Add a location...

PROPOSED LOT 1

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, D.R. TAYLOR SUBDIVISION, AS RECORDED IN MAP BOOK 81, PAGE 34 IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE ALABAMA, SAID POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE; THENCE RUN S24°40'54"W, ALONG THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, 260.06 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2093.86 AND A DELTA ANGLE OF 3°25'19"; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE, AN ARC LENGTH OF 125.05 FEET (CHORD BEARS S25°55'29"W, 125.03 FEET) TO A POINT; THENCE RUN S79°20'04"W, 203.40 FEET TO A POINT ON A CURVE, CONCAVING TO THE NORTHWEST, HAVING A RADIUS OF 1939.86, AND A DELTA ANGLE OF 3°01'00"; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, AN ARC LENGTH OF 102.13 FEET (CHORD BEARS S34°47'15"W, 102.12 FEET) TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID CURVE, AN ARC LENGTH OF 591.21 FEET (CHORD BEARS S43°56'33"W, 588.93 FEET) TO THE P.R.C. OF A CURVE TO THE LEFT, HAVING A RADIUS OF 994.96 AND A DELTA ANGLE OF 40°36'18"; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE, AN ARC LENGTH OF 705.12 FEET (CHORD BEARS S32°22'12"W, 690.46 FEET) TO THE P.T. THEREOF; THENCE RUN S12°03'36"W, ALONG SAID EAST RIGHT-OF-WAY LINE, 607.84 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 984.93, AND A DELTA ANGLE OF 15°28'10"; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE, AN ARC LENGTH OF 265.92 FEET (CHORD BEARS S19°48'44"W, 265.12 FEET) TO A POINT; THENCE RUN S76°08'34"E, 155.84 FEET TO A POINT; THENCE RUN N13°29'55"E, 1093.06 FEET TO A POINT; THENCE RUN N41°48'43"E, 256.16 FEET TO A POINT; THENCE RUN N44°37'16"E, 777.93 FEET TO A POINT; THENCE RUN N57°48'06"W, 151.81 FEET TO THE POINT OF BEGINNING.

PROPOSED LOT 2

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, D.R. TAYLOR SUBDIVISION, AS RECORDED IN MAP BOOK 81, PAGE 34 IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE ALABAMA, SAID POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE; THENCE RUN S89°34'47"E, ALONG THE NORTH LINE OF SAID LOT 1, 67.38 FEET TO A POINT; THENCE RUN S0°16'27"W, ALONG THE EAST LINE OF SAID LOT 1, 774.20 FEET TO A POINT BEING THE SOUTHWEST CORNER OF SAID LOT 1; THENCE CONTINUE ALONG SAID LINE, S0°16'27"W, 89.83 FEET TO A POINT BEING THE NORTHWEST CORNER OF LOT 1, RANGE LINE - HAMILTON INDUSTRIAL PARK, THIRD ADDITION, AS RECORDED IN MAP BOOK 46, PAGE 22 IN THE OFFICE OF THE JUDGE OF PROBATE COURT; THENCE RUN ALONG THE NORTH LINE OF SAID SUBDIVISION, N60°02'53"E, 555.24 FEET TO A POINT LOCATED ON THE WEST RIGHT-OF-WAY

LINE OF RANGE LINE ROAD; THENCE RUN S29°49'45"E, ALONG SAID RIGHT-OF-WAY LINE, 1050.11 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF LOT "A", FAYARD SUBDIVISION, AS RECORDED IN MAP BOOK 74, PAGE 71 IN THE OFFICE OF THE JUDGE OF PROBATE COURT; THENCE RUN S60°05'24"W, ALONG THE SOUTH LINE OF SAID LOT "A", 2018.52 FEET TO A POINT BEING THE SOUTHWEST CORNER OF LOT "A"; THENCE RUN N76°08'34"W, 595.30 FEET TO A POINT; THENCE RUN N13°29'55"E, 1093.06 FEET TO A POINT; THENCE RUN N41°48'43"E, 256.16 FEET TO A POINT; THENCE RUN N44°37'16"E, 777.93 FEET TO A POINT; THENCE RUN N57°48'06"W, 151.81 FEET TO A POINT BEING THE SOUTHEAST CORNER OF SAID LOT 1 OF D.R. TAYLOR SUBDIVISION, LOCATED ON A CURVE, CONCAVING TO THE NORTHWEST, HAVING A RADIUS OF 1939.86, AND A DELTA ANGLE OF 3°01'00"; THENCE RUN NORTHEASTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, AN ARC LENGTH OF 102.13 FEET (CHORD BEARS N34°47'15"E, 102.12 FEET) TO A POINT; THENCE RUN N79°20'04"E, 203.40 FEET TO A POINT ON A CONCAVING CURVE TO THE NORTHWEST WITH A RADIUS OF 2093.86 FEET; THENCE RUN ALONG SAID CURVE, 125.05 FEET (CHORD BEARS: N25°55'29"E, 125.03 FEET) THENCE RUN N24°40'54"E, 260.06 FEET TO THE POINT OF BEGINNING.

HOFFMAN LEROY
4611 GENERAL RD
MOBILE AL 36619

JOHN FAYARD REAL ESTATE LLC
P O BOX 2189
GULFPORT MS 39505

HOFFMAN LEROY
4611 GENERAL RD
MOBILE AL 36619

ROONEY DAVID
7630 CAMERON CT
MOBILE AL 36695

RANGELINE ROAD PROPERTIES L L C, AS ASSIGNEE OF
3520 SCENIC DR
MOBILE AL 36605

BG BAYOU PROPERTIES LLC
6110 RANGELINE RD
THEODORE AL 36582

MCGOWIN PROPERTIES LTD C/O BAILEY BRIAN ROWELL
5990 RIVERCHASE DR S
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THOMPSON PROPERTIES LLC
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WITT CHANCE & HEATHER WITT
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Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

COOPER PATRICIA V, ANTHONY A
COOPER, LYNNELL C MORROW AND
900 HILLCREST RD STE A5
MOBILE AL 36695

COOPER PATRICIA V, ANTHONY A
COOPER, LYNNELL C MORROW AND
900 HILLCREST RD STE A5
MOBILE AL 36695

COOPER PATRICIA V, ANTHONY A
COOPER, LYNNELL C MORROW AND
900 HILLCREST RD STE A5
MOBILE AL 36695

MCKEE JOSHUA JOSEPH & KELSEY
CATHERINE RINGEL MCKEE
5920 RIVERCHASE DR N
MOBILE AL 36619

MCKEE JOSHUA JOSEPH & KELSEY
CATHERINE RINGEL MCKEE
5920 RIVERCHASE DR N
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MCKEE JOSHUA JOSEPH & KELSEY
CATHERINE RINGEL MCKEE
5920 RIVERCHASE DR N
MOBILE AL 36619

LITTLE BRIAN HEITH & ALLISON NELSON
LITTLE
5870 RIVERCHASE DR N
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PARKER KATHLEEN
5960 RIVERCHASE DR S
MOBILE AL 36619

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MOBILE AL 36619

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5960 RIVERCHASE DR S
MOBILE AL 36619

GAYLORD BRUCE WALTER & PAMELA KAY
GAYLORD
6020 RIVERCHASE DR S
MOBILE AL 36619

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KEARLEY LEACH AS TRUSTEES (MORE)
6030 RIVERCHASE DR S
MOBILE AL 36619

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MOBILE AL 36619

LEACH JEFFREY ROBERT & JONELLE
KEARLEY LEACH AS TRUSTEES (MORE)
6030 RIVERCHASE DR S
MOBILE AL 36619

OLDSHUE JERRY C JR & PAIGE OLDSHUE
6000 RIVERCHASE DR S
MOBILE AL 36619

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6000 RIVERCHASE DR S
MOBILE AL 36619

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BAILEY BRIAN R & JUDY C
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MOBILE AL 36619

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MOBILE AL 36619

BIERMAN TODD & CAROLINE BIERMAN
6399 N COUNTY ROAD 1200E
CHARLESTON IL 61920

HARTIN CHARLES WILLIAM JR
6060 RIVERCHASE DR S
MOBILE AL 36619

SEWELL JAMES W & STEPHANIE M BENDER
6070 RIVERCHASE DR S
MOBILE AL 36619

RIZK SIMON GEORGES & SUSAN CAROLINE RIZK
6094 RIVERCHASE DR S
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DONALD RANDALL N & JOANNA N DONALD
5810 RIVERCHASE DR N
MOBILE AL 36619

HAMMONTREE ANTHONY W & MITZI
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5840 RIVERCHASE DR N
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Planning Commission
April 17, 2025

Agenda Item # 12

SUB-003226-2025 & ZON-UDC-003228-2025

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
5945, 6000, & 6030 Rangeline Road, and 5933 Rabbit Creek Drive

Subdivision Name:
Rangeline/Rabbit Creek Drive Subdivision

Applicant / Agent:
John Fayard Real Estate, LLC

Property Owners:
John Fayard Real Estate, LLC

Current Zoning:
R-A, Residential Agriculture District
& B-5, Office Distribution District

Proposed Zoning:
R-1, Single-Family Residential Suburban District,
& B-5, Office Distribution District

Future Land Use:
Low Density Residential, Light Industry
& Heavy Industry

Applicable Codes, Policies, and Plans:

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

Proposal:

- Subdivision approval to create two (2) legal lots of record.
- Rezoning from R-A & B-5, to R-1 & B-5
  - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

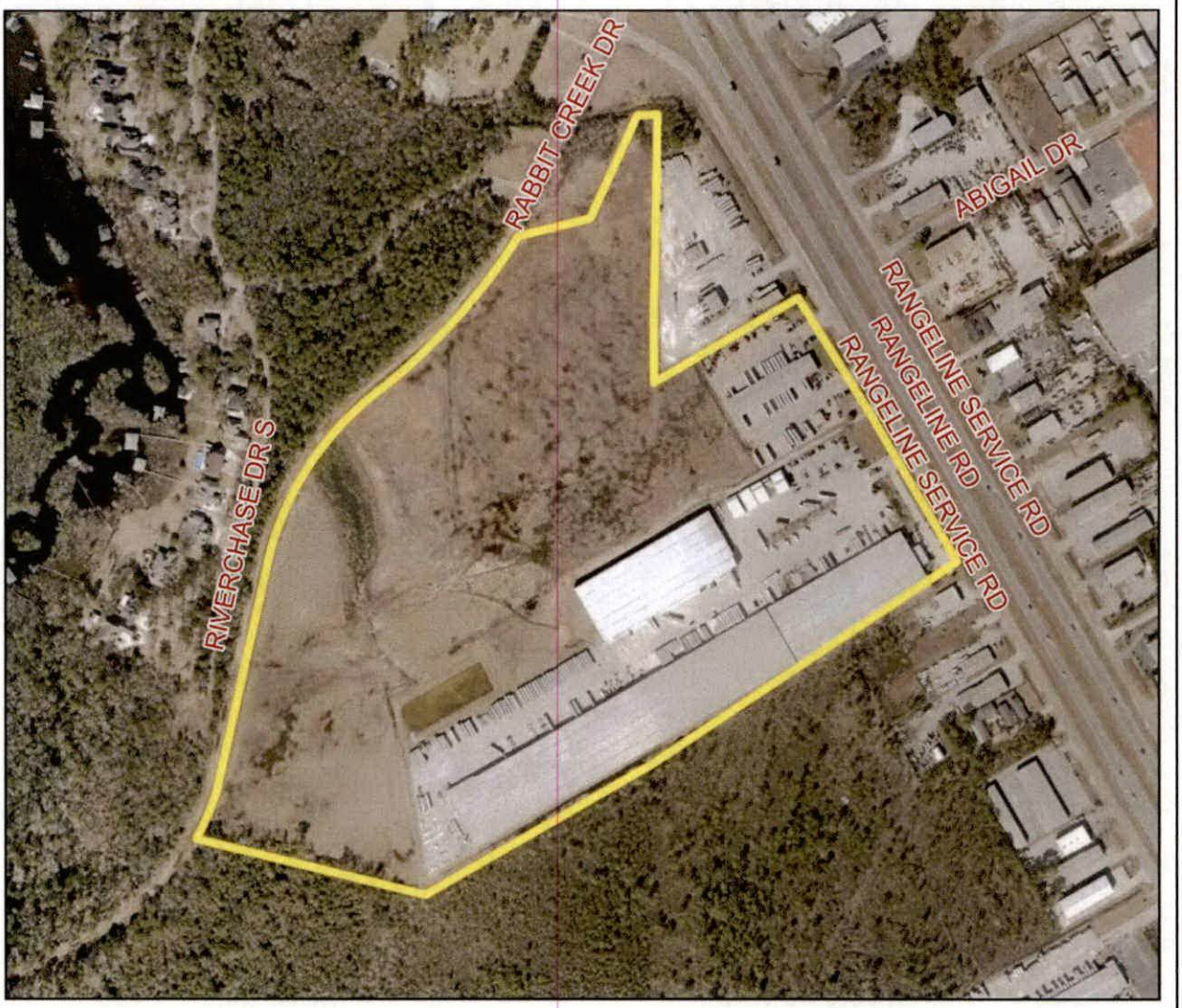
Commission Considerations:

1. Subdivision proposal with ten (10) conditions; and
2. Rezoning with three (3) conditions.

Report Contents: **Page**

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

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units to the west, and industrial and commercial units to the east.

APPLICATION NUMBER 12 DATE April 17, 2025

APPLICANT Rangeline/Rabbit Creek Drive Subdivision

REQUEST Subdivision, Rezoning from R-A and B-5 to R-1 and B-5

N

NTS

SITE HISTORY

Portions of the overall site have been the subject of the following subdivision approvals, prior to their annexation into Mobile City limits:

- Rangeline Hamilton Industrial Park Subdivision, Third Addition, a one (1)-lot subdivision approved and recorded in 1990;
- Fayard Subdivision, a one (1)-lot subdivision approved and recorded in 1997; and
- D R Taylor Subdivision, a one (1)-lot subdivision approved and recorded in 1998.

The remaining portion of the overall site is composed of two (2) metes-and-bounds parcels.

Rezoning of the associated properties from R-1, Single-Family Residential District, to R-A, Residential Agriculture District, and B-5, Office Distribution District, was adopted by City Council as part of the site's annexation into Mobile City limits in 2009.

There are Planning Commission or Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Subdivision:

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
C. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
D. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 11.
E. Show and label each and every Right-Of-Way and easement.
F. Rabbit Creek Dr. is currently not open for use. The road, and a turnaround, must be permitted, constructed and accepted prior to issuing a CO to any proposed structure on LOT 1.
G. 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.
H. 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.
I. 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.

J. 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.
K. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
L. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

Subdivision

The purpose of this application is to create two (2) legal lots of record from three (3) legal lots of record and two (2) metes-and-bounds parcels. The site is served by public water and sanitary sewer.

The proposed lots each have frontage along Rabbit Creek Drive, a minor street without curb and gutter requiring a 60-foot-wide right-of-way. Proposed Lot 2 also has frontage along Rangeline Road, an ALDOT-maintained Principal Arterial Street requiring a 300-foot-wide right-of-way at this location. The preliminary plat depicts a sufficient right-of-way width along Rabbit Creek Drive, making additional dedication unnecessary, but the plat depicts a varying right-of-way along Rangeline Road. Internal map images and parcel data indicate there is sufficient right-of-way along Rangeline Road; therefore, if approved, the plat should be revised to illustrate the minimum existing right-of-way width or a 300-foot-wide right-of-way along Rangeline Road (whichever is greater).

Proposed Lot 2 would be considered a double-frontage lot, which is discouraged by Section 6.C.7. of the Subdivision Regulations; however, access to Rabbit Creek Drive may help alleviate potential traffic impacts along Rangeline Road depending on future development and use of the property, suggesting a waiver of Section 6.C.7. may be appropriate.

Both lots exceed the minimum size and area requirements for lots served by public water and sanitary sewer in the site's existing and proposed zoning district classifications and are appropriately labeled with this information in square feet and acres on the preliminary plat, as required by Section 5.A.2(e)(4) of the Subdivision Regulations. If approved, this information should be retained on the Final Plat, adjusted for any required dedication.

The lots exceed the minimum width requirements of Sections 6.C.2(b)(2) and 6.C.2(b)(4) of the Subdivision Regulations for residential and non-residential lots along both street frontages.

A 25-foot front yard setback is illustrated along each street frontage, in compliance with the dimensional requirements of Article 2 for each existing and proposed zoning classification, as required by Section 5.C.2.(i) of the Subdivision Regulations. This information should be retained on the Final Plat, if approved, adjusted for any required dedication.

Multiple easements are illustrated on the preliminary plat. If approved, a note should be placed on the Final Plat stating no structures shall be constructed in any easement without permission of the easement holder.

If approved, the subdivision would result in the split zoning of Lot 2, between the R-A and B-5 zoning districts. As such, the request for Subdivision Approval will be contingent upon approval of the associated Rezoning request.

Rezoning

As mentioned, if the subdivision request is approved it will result in the split zoning of Lot 2, between the R-A and B-5 zoning districts. The applicant's justification for the rezoning, which can be viewed using the link on Page 1 of the report, is to modify the zoning district boundaries to be compatible with the proposed subdivision, to eliminate the potential for the split zoning, but also to rezone portions of the property zoned R-A (proposed Lot 1) to R-1, Single-Family Residential Suburban District, to accommodate future development of the site with single-family dwellings. The resulting B-5 portion of the site (proposed Lot 2) is currently developed for use as a warehousing and distribution center, and the site plan does not show any additional development of that site at this time.

The site is surrounded by properties zoned I-1, Light Industry District, to the North and East; B-5, Office-Distribution District, to the East and South; R-A, Residential Agriculture District, to the South and West; and R-1, Single-Family Residential Suburban District, to the West. Most of the adjacent properties in the B-5 and I-1 zoning district are developed for commercial and industrial use, whereas the adjacent residentially zoned properties are undeveloped.

Subdivision of the property suggests rezoning of the site, in general, is necessary, especially to eliminate the potential for split zoning. Considering the rezoning request is for zoning designations with greater use restrictions than those in other residential and commercial districts, approving the request may be appropriate in that it would have little, if any, impact to the surrounding neighborhood.

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 Section 6.C.7. of the Subdivision Regulations (for double frontage) will be required and the following conditions could apply:

1. Revision of the plat to illustrate the minimum existing right-of-way or, if less than 300 feet, dedication to provide 150 feet from the centerline of Rangeline Road;
2. Retention of the 60-foot-wide right-of-way along Rabbit Creek Drive;
3. Retention of the lot sizes in both square feet and acres on the Final Plat, adjusted for any required dedication;
4. Retention of the 25-foot front yard setback along each street frontage, adjusted for any required dedication, in compliance with Section 5.A.2(f) of the Subdivision Regulations, and with Article 2 of the Unified Development Code;
5. Placement of a note on the Final Plat stating no structures shall be constructed in any easement without permission of the easement holder;
6. Completion of the Rezoning request to eliminate the potential for any split-zoned lots;
7. Compliance with all Engineering comments noted in this staff report;
8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;

9. Compliance with all Urban Forestry comments noted in this staff report; and,
10. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

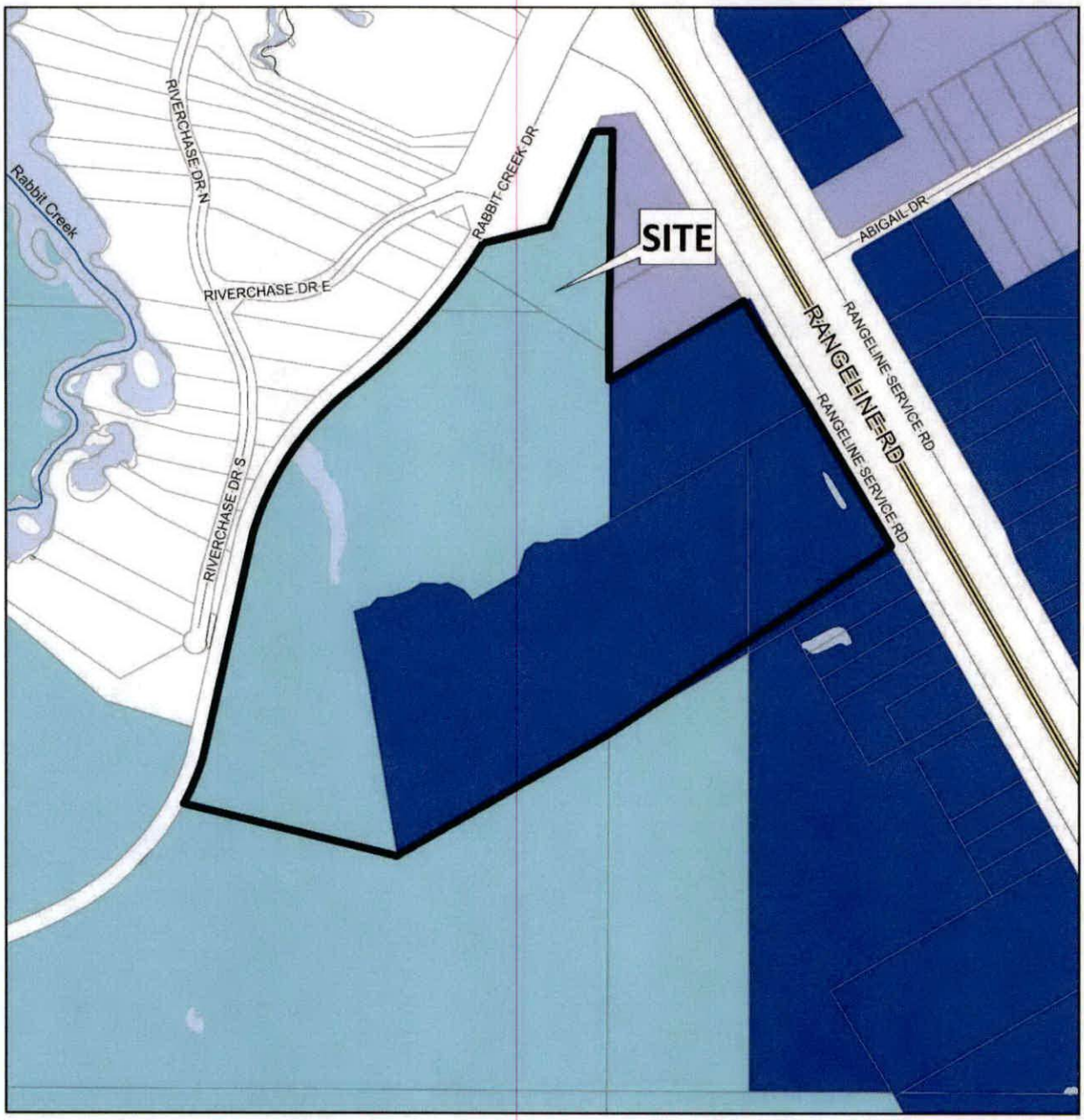
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

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

LOCATOR ZONING MAP



APPLICATION NUMBER 12 DATE April 17, 2025

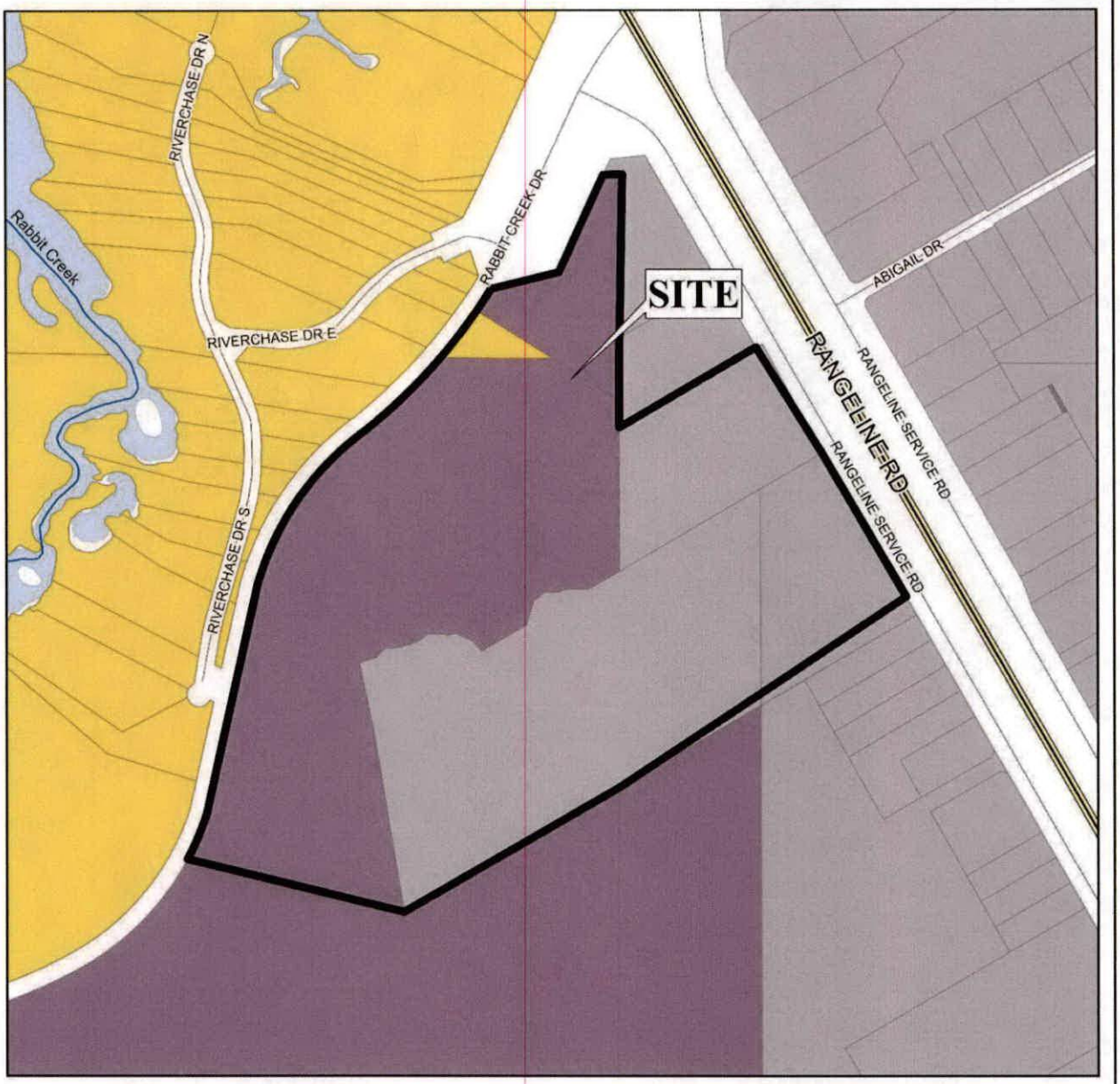
APPLICANT Rangeline/Rabbit Creek Drive Subdivision

REQUEST Subdivision, Rezoning from R-A and B-5 to R-1 and B-5

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE April 17, 2025

APPLICANT Rangeline/Rabbit Creek Drive Subdivision

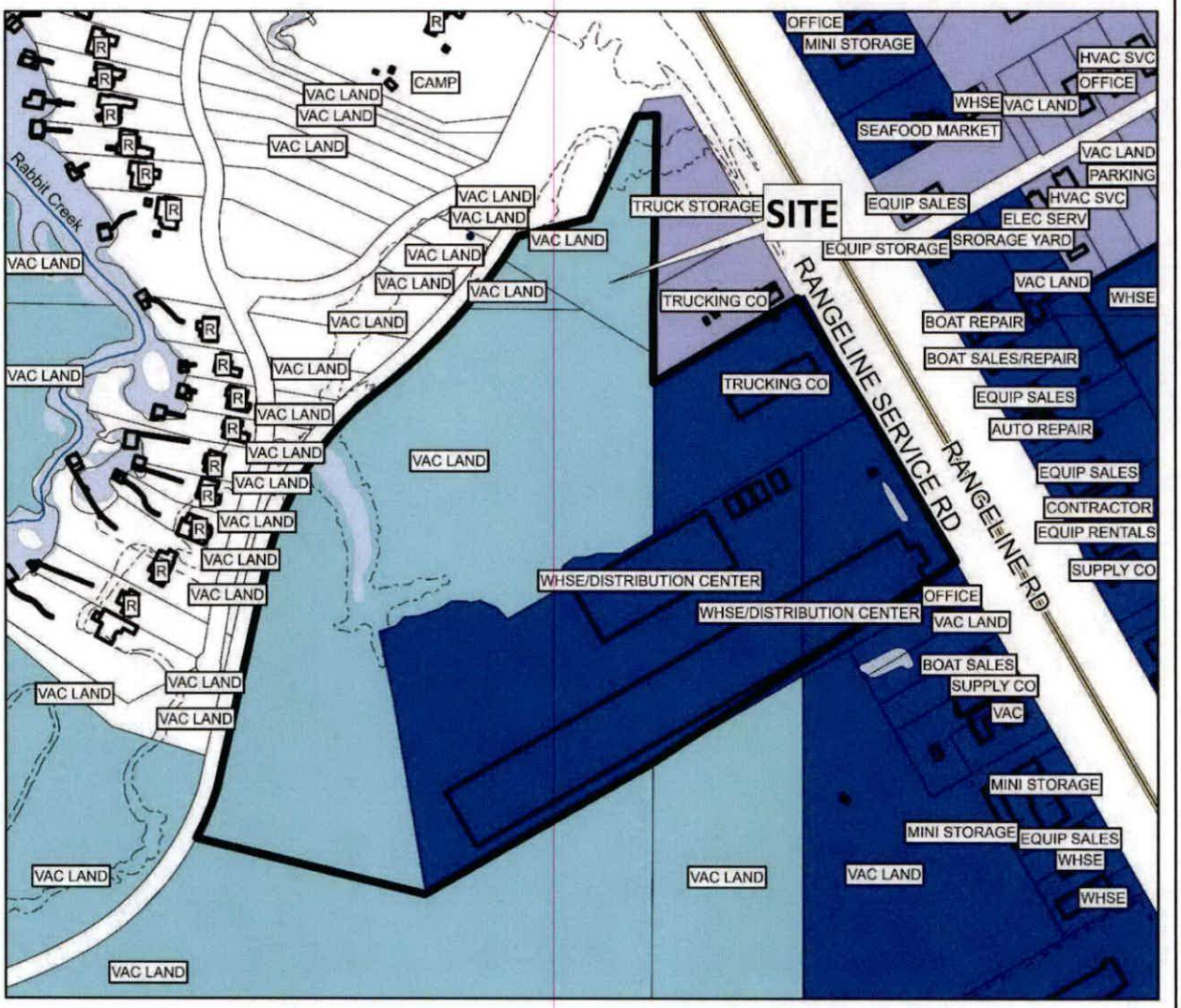
REQUEST Subdivision, Rezoning from R-A and B-5 to R-1 and B-5

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units to the west, and industrial and commercial units to the east.

APPLICATION NUMBER 12 DATE April 17, 2025

APPLICANT Rangeline/Rabbit Creek Drive Subdivision

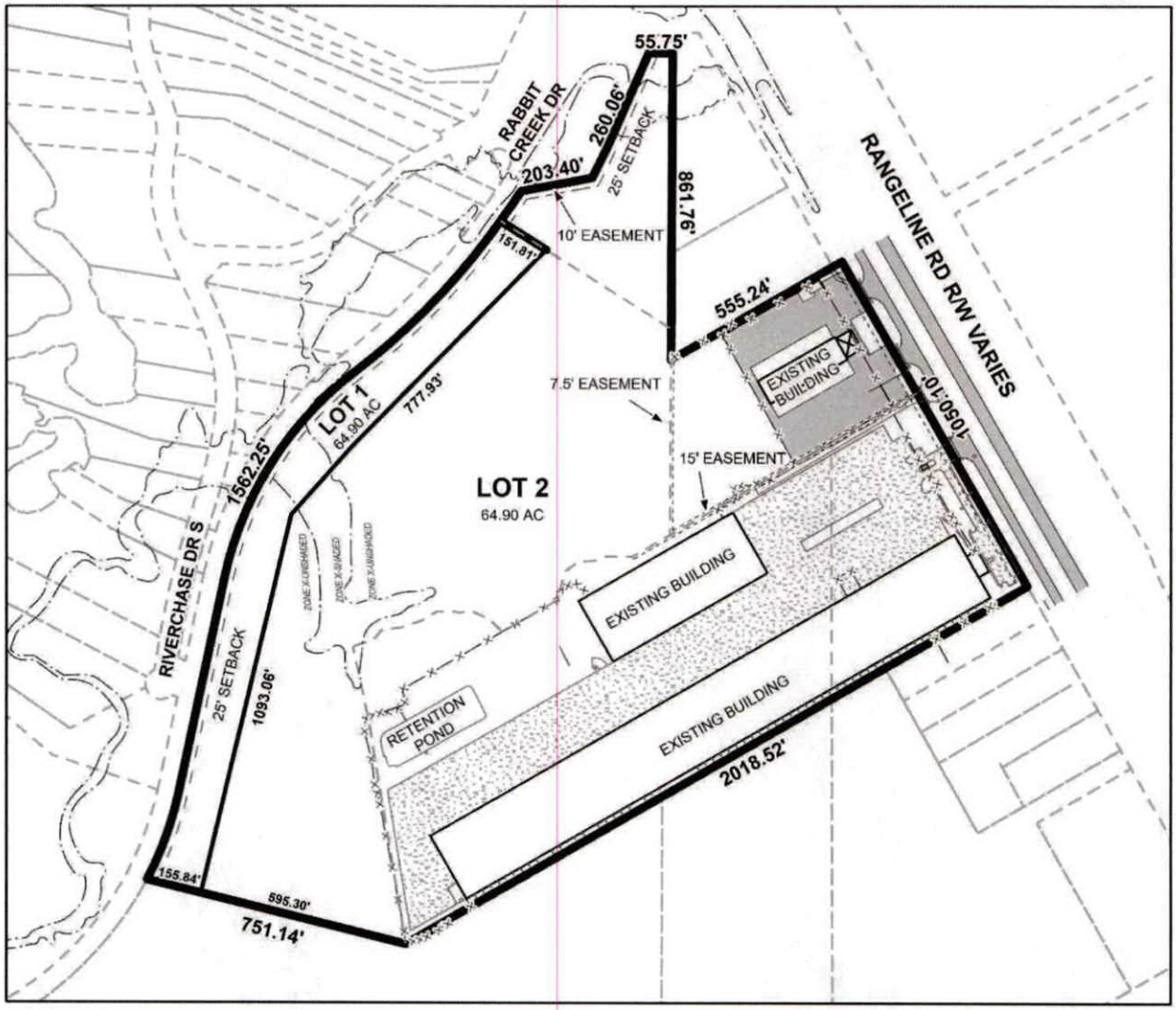
REQUEST Subdivision, Rezoning from R-A and B-5 to R-1 and B-5

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	

N

NTS

SITE PLAN



The site plan illustrates the proposed subdivision, setbacks, flood zones, and existing building.

APPLICATION NUMBER 12 DATE April 17, 2025 APPLICANT Rangeline/Rabbit Creek Drive Subdivision REQUEST Subdivision, Rezoning from R-A and B-5 to R-1 and B-5	N NTS

Residential Land Use

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

LIGHT INDUSTRY (LI)

This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. If a light industrial use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements. This designation may also include uses such as complementary offices and retail.

LI also includes areas that may be regarded as "industrial business", where the land uses include business administration and logistics operations for industrial concerns, building trade contractors facilities and advance research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks. Many parcels used for industrial business are smaller and scattered throughout Mobile. For this reason, these parcels are not singled out in the FLUM, but rather are addressed through zoning.

Light industrial uses are characterized by attractive, accessible and connected development, compatible with the character of surrounding neighborhoods. Development may take the form of planned campuses in park-like settings or unified design corridors, with consideration to factors such as site and building orientation, building design, landscaping and buffering, lighting, continuity of pedestrian networks, access and connectivity to transit and to freight transportation.

Heavy commercial and, in some cases, high-density residential land uses may serve as transitions between LI and other, lower-intensity land use designations. Protection buffers may also be required by zoning.

HEAVY INDUSTRY (HI)

This designation applies to larger parcels primarily devoted to high-impact industrial activity which is preferably removed from residential and commercial uses. Light industry, industrial business or heavy commercial lands may separate heavy industry from other land uses.

Heavy industrial areas include collection, treatment, and manufacturing processes which use raw materials, are distinguished by the presence of noise, vibration, and/or odors, and benefit from easy access to a multimodal freight transportation network. Certain types of heavy industry are characterized by low building coverage and activities that rely on large areas of outdoor storage of raw material stockpiles and/or waste-product disposal areas, storage tanks, pipelines, and transportation yards to handle the transfer of heavy materials. The outdoor storage areas should be screened as much as possible by the nature of the stored materials.

Land designated as HI may be underdeveloped due to the presence of wetlands on portions of the parcel. In these cases, the wetlands may serve to buffer surrounding uses from the potential impacts of the heavy industrial use. Undeveloped areas of HI parcels that have tree cover may be used as buffering between the heavy industrial use and other uses. Where buffers do not exist naturally, they should be provided as spelled out in the zoning and subdivision regulations. Open areas reserved for dredge disposal are also designated as HI and may contain wetlands.

In Mobile, port terminal facilities, docks, shipyards, drydocks, etc., are mostly owned by the State of Alabama. Although not subject to local zoning, these facilities are shown as heavy industrial uses in the FLUM.

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)

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 Planning Approval for Property
Located at the northwest corner Loyola Lane and Provident Lane

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 17, 2025**, a public hearing will be held on the **22nd** day of **July**, 2025, at 10:30 a.m., to consider adoption of an ordinance for the modification of a Previously Approved Planning Approval for property located at the northwest corner of Loyola Lane and Provident Lane to allow construction of a soccer field.

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 Planning Approval was approved on June 15, 2023, to allow the expansion of an existing church school in an R-1, Single-Family Residential Suburban District, on property located at the Northwest corner of Loyola Lane and Provident Lane and described as follows:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.9 ACRES, MORE OR LESS.

ALSO:

THE PROPERTY BOUNDED ON THE NORTH BY OLD SHELL ROAD, BOUNDED ON THE EAST BY DOGWOOD LANE, BOUNDED ON THE SOUTH BY LOYOLA LANE, AND BOUNDED ON THE WEST BY PROVIDENT LANE. CONTAINING 4.6 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHEAST CORNER OF LOYOLA LANE AND COLLEGE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN EASTWARDLY 500 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING EASTWARDLY ALONG SAID

SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN A DISTANCE OF 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 500 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 11.3 ACRES, MORE OR LESS.

ALSO:

LOT 2, ST. PAUL'S EPISCOPAL SUBDIVISION OF OLD SHELL ROAD AS RECORDED IN INST. #2024074212.

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, T4S— R2W, MOBILE COUNTY, ALABAMA, RUN N 00" 45' 40" W 1869.12 FEET TO A POINT; THENCE RUN S 89" 22' 19" W 621.46 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65 WITH THE SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89" 22' 19" W 215.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 00" 02' 11" E 59.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89" 57' 49" W 70 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 00" 02' 11" W 58.94 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89" 22' 19" W 565.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 00" 37' 41" E 105 FEET TO A POINT; THENCE RUN S 80" 00' 51" W 369.78 FEET TO A POINT; THENCE RUN S 48" 23' 15" W 320 FEET TO A POINT; THENCE RUN S 00" 37' 41" E 205 FEET TO A POINT; THENCE RUN S 51" 12' 53" W 356.09 FEET TO A POINT; THENCE RUN S 89" 22' 19" W 657.52 FEET TO A POINT; THENCE RUN N 61" 01' 25" W 253.03 FEET TO A POINT; THENCE RUN N 00" 37' 41" W 157 FEET TO A POINT; THENCE RUN N 89" 22' 19" E 172 FEET TO A POINT; THENCE RUN N 42" 29' 24" W 245.66 FEET TO A POINT; THENCE RUN N 00" 37' 41 " W 115.04 FEET TO A POINT; THENCE RUN N 89" 22' 19" E 335.94 FEET TO A POINT; THENCE RUN N 00" 37' 41" W 105 FEET TO A POINT; THENCE RUN N 59" 28' 08" W 125.62 FEET TO A POINT; THENCE RUN N 00" 37' 41" W 50 FEET TO A POINT; THENCE RUN N 00" 19' 46" W 16.50 FEET TO A POINT; THENCE RUN N 89" 22' 19" E 492.67 FEET TO A POINT; THENCE RUN S 00" 07' 19" W 16.50 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 89" 22' 19" E 1378.90 FEET TO THE POINT OF BEGINNING. CONTAINING 25.2 ACRES, MORE OR LESS.

ALL CONTAINING 49 ACRES, MORE OR LESS.

WHEREAS, on April 21, 2025, the owner of said property applied for a Major Modification of the Planning Approval allowing expansion of an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on May 15, 2025, and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. 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 Planning Approval is hereby approved with the following required conditions:

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. 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 synopsized 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 22nd day of July, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 25th 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 the **Northwest corner of Loyola Lane and Provident Lane.**

The proposed amendment will modify a Planning Approval that was approved for said location on **June 15, 2023.** The owner of said property has applied for a Major Modification of the Planning Approval **allowing expansion of an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field.** If approved, the major modification **to allow construction of a soccer field** is subject to the following proposed conditions: 1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations. 2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024); 3. Placement of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 4. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and, 5. 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 Planning Approval was approved on **June 15, 2023,** to allow the expansion of an existing church school in an R-1, Single-Family Residential Suburban District, on property located at the **Northwest corner of Loyola Lane and Provident Lane** and described as follows:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.9 ACRES, MORE OR LESS.

ALSO:

THE PROPERTY BOUNDED ON THE NORTH BY OLD SHELL ROAD, BOUNDED ON THE EAST BY DOGWOOD LANE, BOUNDED ON THE SOUTH BY LOYOLA LANE, AND BOUNDED ON THE WEST BY PROVIDENT LANE. CONTAINING 4.6 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHEAST CORNER OF LOYOLA LANE AND COLLEGE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN EASTWARDLY 500 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN A DISTANCE OF 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 500 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 11.3 ACRES, MORE OR LESS.

ALSO:

LOT 2, ST. PAUL'S EPISCOPAL SUBDIVISION OF OLD SHELL ROAD AS RECORDED IN INST. #2024074212.

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, T4S— R2W, MOBILE COUNTY, ALABAMA, RUN N 00" 45' 40" W 1869.12 FEET TO A POINT; THENCE RUN S 89" 22' 19" W 621.46 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65 WITH THE SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89" 22' 19" W 215.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 00" 02' 11" E 59.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89" 57' 49" W 70 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 00" 02' 11" W 58.94 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89" 22' 19" W 565.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 00" 37' 41" E 105 FEET TO A POINT; THENCE RUN S 80" 00' 51" W 369.78 FEET TO A POINT; THENCE RUN S 48" 23' 15" W 320 FEET TO A POINT; THENCE RUN S 00" 37' 41" E 205 FEET TO A POINT; THENCE RUN S 51" 12' 53" W 356.09 FEET TO A POINT; THENCE RUN S 89" 22' 19" W 657.52 FEET TO A POINT; THENCE RUN N 61" 01' 25" W 253.03 FEET TO A POINT; THENCE RUN N 00" 37' 41" W 157 FEET TO A POINT; THENCE RUN N 89" 22' 19" E 172 FEET TO A POINT; THENCE RUN N 42" 29' 24" W 245.66 FEET TO A POINT; THENCE RUN N 00" 37' 41 " W 115.04 FEET TO A POINT; THENCE RUN N 89" 22' 19" E 335.94 FEET TO A POINT; THENCE RUN N 00" 37' 41" W 105 FEET TO A POINT; THENCE RUN N 59" 28' 08" W 125.62 FEET TO A POINT; THENCE RUN N 00" 37' 41" W 50 FEET TO A POINT; THENCE RUN N 00" 19' 46" W 16.50 FEET TO A POINT; THENCE RUN N 89" 22' 19" E 492.67 FEET TO A POINT; THENCE RUN S 00" 07' 19" W 16.50 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 89" 22' 19" E 1378.90 FEET TO THE POINT OF BEGINNING. CONTAINING 25.2 ACRES, MORE OR LESS.

ALL CONTAINING 49 ACRES, MORE OR LESS.

WHEREAS, on April 21, 2025, the owner of said property applied for a Major Modification of the Planning Approval **allowing expansion of an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **May 15, 2025,** and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. 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 Planning Approval is hereby approved with the following required conditions:

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. 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

St. Paul's Episcopal School
Northwest Corner of Loyola Lane and Provident Lane
Council District 7
Gina Gregory

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

June 9, 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 **St. Paul's Episcopal School** for a Major Modification of a previously approved Planning Approval **allowing expansion of an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field** for property at the **Northwest corner of Loyola Lane and Provident Lane.**

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

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

PLANNING AND ZONING
9 JUN 2025 AM9:13

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION
June 4, 2025
AMENDED

St. Paul's Episcopal School
161 Dogwood Lane
Mobile, Alabama 36608

Re: Northwest corner of Loyola Lane and Provident Lane
MOD-003325-2025
St. Paul's Episcopal School
District 7
Major Modification of a previously approved Planning Approval allowing expansion of an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field

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 Findings of Fact to support modification of the previously approved Planning Approval:

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 Planning Approval Modification to the City Council, subject to the following conditions:

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.

2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$657.40** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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
Stephen Guthrie
Deputy Director of Planning and Zoning

PLANNING AND ZONING
9 JUN 2025 AM9:13

Outlook

MOD-003324-2025

From Heather White <hnidifferwhite@gmail.com>
Date Tue 5/6/2025 7:42 AM
To Planning <planning@cityofmobile.org>

Some people who received this message don't often get email from hnidifferwhite@gmail.com. Learn why this is important

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

This email includes concerns about the planned development of a soccer field within the St. Paul's Episcopal School's campus.

We want to make sure that the school will not remove the trees that line Old Shell Road between Provident and College Lanes.

These trees not only are beautiful, but provide shade, privacy, and noise buffers between the school road and the residences across the street from the school grounds. Removal of the trees would leave an unsightly gap in foliage along Old Shell in Spring Hill.

We love living in leafy, green Spring Hill and want to preserve the natural and carefully planned green spaces here.

Thank you for your consideration before moving forward with these major modifications.

Bradley and Heather White
3940 McRee Lane
Mobile 36608
678.576.0027
Hnidifferwhite@gmail.com

Outlook

MOD-003324-2025 St. Paul's Soccer Field expansion

From James Robertson <jrobertson@jimroblaw.com>
Date Sat 5/3/2025 11:42 AM
To Planning <planning@cityofmobile.org>

Some people who received this message don't often get email from jrobertson@jimroblaw.com. Learn why this is important

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

Dear Sir or Madam:

My wife and I are longtime residents of College Lane, a stone's throw from the proposed soccer fields. Our children are graduates of St. Paul's. The plans submitted do not indicate whether the perimeter trees surrounding the proposed fields will be protected or destroyed.

The current perimeter tree canopy provides much-needed shade and cooling during our six-month summers. The trees enhance the aesthetics of Spring Hill. If the plan proposes to remove the perimeter trees, we strongly object. Cutting down the perimeter trees will not only destroy the benefits of the existing tree canopy, it will also mar the beauty of Spring Hill.

None of the information submitted with the proposed plan addresses the perimeter tree canopy. To cut down the perimeter trees will leave an ugly scar on the land and also increase surface temperatures on that property. Alternatively, the plan does not indicate that new trees would be planted to compensate for removed trees, as required under City of Mobile code.

Given the above, we strongly object to St. Paul's destroying the perimeter tree canopy, if that is in fact the plan.

We further object because the submitted Modification contains no documentation addressing the perimeter tree canopy.

Thank you.

Jean Outlaw Sherman

James E. Robertson, Jr.
254 College Lane

DESCRIPTION OF PUD PROPERTY:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.9 ACRES, MORE OR LESS.

ALSO:

THE PROPERTY BOUNDED ON THE NORTH BY OLD SHELL ROAD, BOUNDED ON THE EAST BY DOGWOOD LANE, BOUNDED ON THE SOUTH BY LOYOLA LANE, AND BOUNDED ON THE WEST BY PROVIDENT LANE. CONTAINING 4.6 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHEAST CORNER OF LOYOLA LANE AND COLLEGE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN EASTWARDLY 500 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN A DISTANCE OF 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 500 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 11.3 ACRES, MORE OR LESS.

ALSO:

LOT 2, ST. PAUL'S EPISCOPAL SUBDIVISION OF OLD SHELL ROAD AS RECORDED IN INST. #2024074212.

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, T4S–R2W, MOBILE COUNTY, ALABAMA, RUN N 00° 45' 40" W 1869.12 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 621.46 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65 WITH THE SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 215.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 00° 02' 11" E 59.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 57' 49" W 70 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 00° 02' 11" W 58.94 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 565.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 00° 37' 41" E 105 FEET TO A POINT; THENCE RUN S 80° 00' 51" W 369.78 FEET TO A POINT; THENCE RUN S 48° 23' 15" W 320 FEET TO A POINT; THENCE RUN S 00° 37' 41" E 205 FEET TO A POINT; THENCE RUN S 51° 12' 53" W 356.09 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 657.52 FEET TO A POINT; THENCE RUN N 61° 01' 25" W 253.03 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 157 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 172 FEET TO A POINT; THENCE RUN N 42° 29' 24" W 245.66 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 115.04 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 335.94 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 105 FEET TO A POINT; THENCE RUN N 59° 28' 08" W 125.62 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 50 FEET TO A POINT; THENCE RUN N 00° 19' 46" W 16.50 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 492.67 FEET TO A POINT; THENCE RUN S 00° 07' 19" W 16.50 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 89° 22' 19" E 1378.90 FEET TO THE POINT OF BEGINNING. CONTAINING 25.2 ACRES, MORE OR LESS.

ALL CONTAINING 49 ACRES, MORE OR LESS.

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

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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:	St. Paul's Episcopal School	
Firm:	Attn: Pam Andrews	
Phone:	(251) 342-6700	
Email:	PAndrews@stpaulsmobile.net	
Address:	161 Dogwood Lane Mobile, AL 36608	

	Owner	Design Professional
Name:	See attached sheet	Don Whittington
Firm:		McCrory & Williams, Inc.
Phone:		(251) 476-4720
Email:		dwhitt@mcwinc.com
Address:		3207 International Drive, Ste. G, Mobile, AL 36606

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

South side of Old Shell Road on the East side of College Lane to McAlpine Drive — Property Address

49+/- Acres — Property Area (acres or square feet)

See attached sheet — Parcel Number(s) or Key Number(s)

R-1 — Present Zoning or Transect District

N/A — 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 Not Applicable

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.

See attached Letters of Authorization — Owner Signature

4-16-25 — Date

Applicant or Agent Signature (if applicable)

4/24/25 — Date

Don Whittington - McCrory & Williams, Inc.

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.

See attached Letters of Authorization — Applicant or Agent Signature

4-16-25 — Date

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.
   St. Paul's has existed and operated in the community as a school for many years. They are requesting a modification to a previously approved Planning Approval to include the additional property they acquired on the East side of Provident Lane between Old Shell Road and Loyola Lane for the construction of 2 soccer fields for student activities only.

   Institutional
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   St. Paul's Episcopal School is a long established school in Mobile and has been operation in an R-1 zoned area for many years. The addition of the proposed soccer fields will not create any additional traffic along Old Shell Road, Provident Lane of Loyola Lane.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   The proposed soccer fields will provide the students a playing field in a closer proximity to their class rooms.

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

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

6. Please provide the following information:

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

1- existing single story 1,056 s.f., 30' tall building will remain.

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

A 6' high privacy fence inside a10' buffer will be provided along the west property line. A wrought iron fence to match the existing along old shell road will be provided.

☐ Lighting:

Soccer fields will be utilized through normal school hours between 7:30 AM & 3:00 PM. No additional light will be needed.

☐ Hours of operation:

8:00 AM to 9:00 PM

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

St. Paul's provides a top tier education for students from grades Pre-K through High School.

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.

With the exception of the existing 1,056 s.f building to remain, the entire area bill be grassed.

Noise will be limited to normal school hours between 7:30 AM & 3:00 PM

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.

Use of this property will benefit students by providing exercise, sportsmanship, and group interaction.

ST. PAUL'S EPISCOPAL SCHOOL
161 DOGWOOD LANE
MOBILE AL 36608

APRIL 16, 2025

City of Mobile
Urban Development Department
Planning Section
PO Box 1827
Mobile, Alabama 36633

To Whom It May Concern:

This letter is to acknowledge that I give McCrory & Williams permission to submit any necessary documents on my behalf for Springhill College. Documents to include a previously approved revised PUD and previously approved revised Planning Approval to allow for the construction of a new locker room within the St. Paul's Campus.

Sincerely,

Pamela R Andrews

Printed Name of Authorized Representative

P Andrews 04/16/25

Signature

Springhill College
4000 Dauphin Street
MOBILE , AL 36608

APRIL 16, 2025

City of Mobile
Urban Development Department
Planning Section
PO Box 1827
Mobile, Alabama 36633

To Whom It May Concern:

This letter is to acknowledge that I give McCrory & Williams permission to submit any necessary documents on my behalf for Springhill College. Documents to include a previously approved revised PUD and previously approved revised Planning Approval to allow for the construction of a new locker room within the St. Paul's Campus.

Sincerely,

Christopher R. Puto Ph.D.

Printed Name of Authorized Representative

Chris R. Puto

Signature

Application Submission
Contact Information

Name of Project St. Paul's Soccer Fields Addition

Address 161 Dogwood Lane

Owner St. Pauls Episcopal School

Address: 161 Dogwood Lane Mobile Al Zip Code 36608

Phone (251) 342-6700 fax Email PAndrews@sttpaulsmobile.net

Authorized Agent McCrory & Williams Inc.

Address 3207 International Dr Mobile Al Zip Code 36606

Phone 251-476-4720 Fax 251-476-4721 Email lmdavis@mcwinc.com

Contractor

Address Zip Code

Phone Fax Email

Civil Engineer

Address Zip Code
36606

Phone Fax Email

Architect

Address Zip Code

Phone Fax Email

Submitted by:

Laura M. Davis Laura M. Davis Date: 4/17/25

Signature Print

St. Paul's has existed and operated as a school for many years. They are requesting to revise the previously approved PUD & PA to allow them to construct two soccer field on their newly acquired property on the South side of Old Shell Road, West side of Provident Lane and North side of Loyola Lane. They will continue using the property in the same manner.

ST. PAUL'S EPISCOPAL SCHOOL
161 DOGWOOD LANE
MOBILE, AL 36608

SPRINGHILL COLLEGE
C/O PRESIDENT & FINANCE OFFICE
4000 DAUPHIN STREET
MOBILE, AL 36608

FRANGOS DINO N & KATHERINE C
3610 THE CEDARS AVE
MOBILE, AL 36608

BEAN PROPERTIES LLC
PO BOX 786
MOBILE, AL 36601

GUY JOHN STACY
4009 OLD SHELL RD #A8
MOBILE, AL 36608

INGE EDWARD HERNDON &
AMANDA HUNTER INGE
4058 OLD SHELL RD
MOBILE, AL 36608

WIZARD PROPERTIES LLC
89 TUTHILL LN
MOBILE, AL 36608

WILRAN NUMBER FIVE LLC
7 YESTER PLACE
MOBILE, AL 36608

SLEDGE ANNE T
121 RIDGELAWN DR E
MOBILE, AL 36608

SAINT-PAUL CARLA
771 HENCKLEY AVE
MOBILE, AL 36608

WILHELM DAVID A & GREER M
PO BOX 81241
MOBILE, AL 36689

LUKE DAN DEALY JR, AS TRUSTEE OF
DAN D LUKE JR TRUST
238 ROLLING HILL DR
DAPHNE, AL 36526

ST. PAUL'S EPISCOPAL CHURCH
4051 OLD SHELL RD
MOBILE, AL 36608

GATES W DAY AS TRUSTEE OF THE
PARISH OF ST PAULS
251 TUTHILL LN
MOBILE, AL 36608

GONZALEZ PAUL JOHN
280 S AVENIDA CABALLEROS
UNIT 126
PALM SPRINGS, CA 92262

DELCHAMPS PAUL EMILE III &
SHARON R
121 DILSTON LN
MOBILE, AL 36608

FRIEDLANDER PAMELA S P
4014 OLD SHELL RD
MOBILE, AL 36608

BRIDGES PAUL E & MARY
110 MYRTLE WOOD LN
MOBILE, AL 36608

ROEDDER GWENDOLYN A
211 LEVERT AVE
MOBILE, AL 36607

FRANKLIN SUSAN B
10 DRURY LN
MOBILE, AL 36608

LANE JOHN M & JOAN H
612 HERNANDO PL
DAUPHIN ISLAND, AL 36528

BAKER GEORGE R & JOYCE P
2170 OLD SHELL RD
MOBILE, AL 36607

CREEL BRUCE & EVA
3762 MOFFETT RD
MOBILE, AL 36618

WHIGHAM ROBERT E III & MEAGHER
LEE WHIGHAM
51 OAKLAND AVE
MOBILE, AL 36608

SMITH BRENT M & KENDALL S SMITH
354 TUTHILL LN
MOBILE, AL 36608

LITTLE GREY HOUSE LLC
4072 OLD SHELL RD
MOBILE, AL 36608

BMAX LLC
4109 URSULINE DR
MOBILE, AL 36608

HUFFSTUTLER NANCY M & JAMES
38 BUEGER RD
MOBILE, AL 36608

COLLINS HOMER R
PO BOX 376
MOBILE, AL 36601

ORLEANS FAMILY LLC
4009 OLD SHELL RD, APT C22
MOBILE, AL 36608

ABBENE MICHAEL M & DEA E
PO BOX 160
SUMMERDALE, AL 36580

SPRINGHILL MANOR LLC
740 MUSEUM DR
MOBILE, AL 36608

JONES BERNICE C
C/O ROBERT D PIERCE JR
18779 SCENIC HWY 98
FAIRHOPE, AL 36532

WHETROCK, LLC
10 AUDUBON PL
FAIRHOPE, AL 36532

BEDSOLE TRAVIS M JR & SUSAN
310 LONG CT
MOBILE, AL 36609

SPANISH VILLA VEST LLC
C/O MICHAEL ELY
6111 PEACHTREE DUNWOODY RD
ATLANTA, GA 30328

BODIE B FRED & JUDY
4606 KINGSWOOD DR S
MOBILE, AL 36608

WALKER WALTON LLC
4068 OLD SHELL RD
MOBILE, AL 36608

BREVARD SIDNEY A III & ELIZABETH B
BREVARD
3766 SOUTH RHONDA DR
MOBILE, AL 36608

TOOMEY PATRICK DOBBIN
PO BOX 530484
BIRMINGHAM, AL 35253

MEADOR ANNE MEREDITH
4272 BIT AND SPUR RD #17
MOBILE, AL 36608

RTD DEVELOPERS LLC
3851 OLD SHELL RD
MOBILE, AL 36608

WALTERS C L JR
650 RIDGEFIELD DR
MOBILE, AL 36608

ALLEN ANDREW W & DIANA F
2166 DAUPHIN ST
MOBILE, AL 36606

FOUNTAIN KATHLEEN FRAZER
24549 VENETIA RD
MOBILE, AL 36605

JUSTICE SHIRLEY M
4010 OLD SHELL RD
MOBILE, AL 36608

GERNHAUSER HENRY & ELAINE
4009-A2 OLD SHELL RD
MOBILE, AL 36608

WALLER JOE P & MARTHA
4009 OLD SHELL RD UNIT D-11
MOBILE, AL 36608

MITCHELL ALICE S
6065 BUCHANAN CR
MCDONOUGH, GA 30252

JAYE VIRGINIA R
4009 OLD SHELL RD UNIT B10
MOBILE, AL 36608

GREGORY VICKI
4009 OLD SHELL RD UNIT B5
MOBILE, AL 36608

BARTER MICHAEL & SUSAN
446 CLUBHOUSE DR
FAIRHOPE, AL 36532

STEPHENS SELDEN H JR
259 TUTHILL LN
MOBILE, AL 36608

JACKSON ROBERT G & WINIFRED
4009 OLD SHELL RD APT E9
MOBILE, AL 36608

MAGGARD DELOIS C
4009 OLD SHELL RD APT E3
MOBILE, AL 36608

DULANEY JOAN B
4009 OLD SHELL RD APT C13
MOBILE, AL 36608

FORD BENJAMIN Y & CAMILLE R
262 TUTHILL LN
MOBILE, AL 36608

RIIS JERI A & ERLING RIIS III
4009 OLD SHELL RD APT E22
MOBILE, AL 36608

WRIGHT WILTON & SHELBY W
252 TUTHILL LN
MOBILE, AL 36608

LURSEN KATHLEEN
4009 OLD SHELL RD APT B12
MOBILE, AL 36608

MCRAE BRENDA C
4009 OLD SHELL RD APT C11
MOBILE, AL 36608

LEON LINDSAY MARGUERITE
4009 OLD SHELL RD APT E24
MOBILE, AL 36608

DAHMER EDWARD C JR
12307 MARGUERITE DR
CODEN, AL 36523

PRINGLE ANNA BELL
4009-D5 OLD SHELL RD
MOBILE, AL 36608

DIAZ MARIA T
4009 OLD SHELL RD #E20
MOBILE, AL 36608

BROUGHTON MARY C
255 TUTHILL LN
MOBILE, AL 36608

BAGWELL CHARLDEEN J
1410 FAIRVIEW ST
GRUNDY, VA 24614

CROFT JAMES STEVEN & THERESA
4009 OLD SHELL RD APT E7
MOBILE, AL 36608

RUSS ROBERT WILSON III
1745 HUNTER AVE
MOBILE, AL 36604

GASTON GEARY A & MARGARET
8120-K HWY 98
SEMMES, AL 36575

FRIEDMAN BARRY & MARJORIE
4006 OLD SHELL RD
MOBILE, AL 36608

LOFTIN MARIAN W AS TRUSTEE OF
CHARLIE W LOFTIN
4004 OLD SHELL RD
MOBILE, AL 36608

CATHOLIC SOCIETY OF RELIGIOUS &
LITERARY EDUCATION
4511 W PINE BLVD, STE. B
ST. LOUIS, MO 63108

AMBERGER NICHOLAS & MELANIE
3940 MCREE LN
MOBILE, AL 36608

LAMAR WILLIAM BIBB III & ROSA
3950 OLD SHELL RD
MOBILE, AL 36608

TROPEANO ANA KARINA
423 E BEACH DR
OCEAN SPRINGS, MS 39564

SMITH DAVID CLAYTON & CHRISTINA
3916 MCREE PL
MOBILE, AL 36608

ELDER MARK J & RAINA F
3962 OLD SHELL RD
MOBILE, AL 36608

CASSITY AMY V
100 DU RHU DR UNIT G
MOBILE, AL 36608

MCELROY JEANNE F & DONNA L
MCELROY
C/O DANIEL BOWLING, EXEC OF EST
339 PATTERSON WAY NE
ATLANTA, GA 30312

HART JUSTIN R & STACEY H
3936 MCREE LN
MOBILE, AL 36608

DRUHAN RHEN & THOMAS J DRUHAN
137 DOGWOOD LN
MOBILE, AL 36608

JOHNSON WYATT & LYDIA K
250 DOGWOOD LN
MOBILE, AL 36608

STEVENS SCOTT D & CAROLINE C
3863 OLD SHELL RD
MOBILE, AL 36608

BROWN SUSAN VALENTINE
3454 LOYOLA LN
MOBILE, AL 36608

BRIGHAM WILLIAM HENRY JR
3452 LOYOLA LN
MOBILE, AL 36608

CHARLES E SMITH & ROSE ANN
TRUSTEES
3450 LOYOLA LN
MOBILE, AL 36608

TALBOTT RICHARD & ROSEMARY
3851 OLD SHELL RD
MOBILE, AL 36608

ATKINS RALPH L
820 ASHWOOD DR E
MOBILE, AL 36693

TAFRA MICHAEL & KAREN
PO BOX 107
DAUPHIN ISLAND, AL 36528

RILEY REGORY LYNN & JAMES DOUGLAS LOUDEN
1902 GOVERNMENT ST
MOBILE, AL 36606

ROBBINS SETH HENRY III
108 DU RHU #C
MOBILE, AL 36608

COOK ROBERT H & JANE E HERRIN
1921 FULLER ST
HATTIESBURG, MS 39401

STANTON BRENDA J
2123 SHEFFIELD CT
MOBILE, AL 36693

PATEL ANGELA
PO BOX 5463
GULF SHORES, AL 36547

HORNER JOHN M JR & ALLISON
4226 BELLEVUE LN
MOBILE, AL 36608

THORNTON ERIN RAE
110 DU RHU DR #C
MOBILE, AL 36608

JOHNSON FRED A & MARTHA T
C/O E MICHAEL JOHNSON
7 DRURY LN
MOBILE, AL 36608

ROBINSON DUDLEY MCNEILL &
WILLIAM C WAECHTER III
258 DOGWOOD LN
MOBILE, AL 36608

WARD MARY COYE & LYNN WARD
112 DU RHU DR #K
MOBILE, AL 36608

HENRY KATHY W & PATRICK D
2859 STARLIT DR W
MOBILE, AL 36693

CMB LP
PO BOX 178
LUCEDALE, MS 39452

MCGUIRE JAMES E
PO BOX 6150
MOBILE, AL 36660

CASTILLO SERGIO A
3850 LLEWELYN DR
MOBILE, AL 36608

ROGERS JOEL S & ANGIE K
100 DU RHU DR #C
MOBILE, AL 36608

ZOGHBY JEFF
131 SEDGEFIELD AVE
FAIRHOPE, AL 36532

CANFIELD LEWIS
276 MAYFLOWER ST
MOBILE, AL 36607

SALES DIRECT LLC
PO BOX 9877
MOBILE, AL 36691

SMP PROPERTIES LLC
5570 NEVIUS RD
MOBILE, AL 36619

KAY INVESTMENTS LLC
C/O JOHN W LASSITER III
1001 CULLOMBURG RD
SILAS, AL 36919

WELLS WILLIAM S
130 DU RHU DR UNIT C
MOBILE, AL 36608

JENSEN WILLIAM O & JUDITH M
812 DOGWOOD LN
TOWNVILLE, SC 29689

BLACKBURN DANIEL G
PO BOX 458
BAY MINETTE, AL 36507

THE COMMONS AT SPRINGHILL
116 DU RHU DR
MOBILE, AL 36608

MCVAY MALCOLM AS TRUSTEE
12185 JESSAMINE ST
MAGNOLIA SPRINGS, AL 36555

TANNER LOIS VIRGINIA LOTT
PO BOX 55
CITRONELLE, AL 36522

MIRROR LAKE RAQUET CLUB
PO BOX 40004
MOBILE, AL 36604

SLAUGHTER ROBERT J
11000 KELLY ROAD
MOBILE, AL 36608

JOHNSTON MARGARET D
1008 HWY 90
MOBILE, AL 36693

KITSOS SARAH M
110 DU RHU DR UNIT H
MOBILE, AL 36608

ROBERTSON MARGARET LYNNN
1008 TEXAS ST
MOBILE, AL 36604

QUINELLY JEFFREY F & HUNTER J QUINNELLY
PO BOX 81449
MOBILE, AL 36689

MORGAN ELISKA & MICHAEL
63 NACK LN
MOBILE, AL 36608

WELLS WILLIAM P JR
106-A DU RHU DR
MOBILE, AL 36608

SLEDGE ANGELA N
114-E DU RHU DR
MOBILE, AL 36608

URBANSKI GREG ANTHONY
PO BOX 81194
MOBILE, AL 36689

HAYES MARTHA P
124 DU RHU DR UNIT D
MOBILE, AL 36608

ZOGHBY JENNA G
131 SEDGEFIELD AVE
FAIRHOPE, AL 36532

MURDOCK NEIL A & MEGAN A
112 DU RHU DR #G
MOBILE, AL 36608

WILLIS ANNA CORINNE
1227 MARSEILLE DR
MOBILE, AL 36693

LADD SAM GAILLARD
102 B DU RHU DR
MOBILE, AL 36608

THAMES MARGARET SUSAN 130-D DU RHU DR
MOBILE, AL 36608

CROOM JOHN T
110 DU RHU DR UNIT D
MOBILE, AL 36608

LEATHERBURY GREGORY L JR & SUSAN T
29514 CANAL RD
ORANGE BEACH, AL 36561

FARMER ZUE I
700 BISHOP LN N
MOBILE, AL 36608

HARVEY TERRY, LILLIAN HARVEY & TERRY HARVEY
1418 HEBRON RD
GROVE HILL, AL 36451

BUTLER JANE C
102 DU RHU DR #D
MOBILE, AL 36608

NICHOLLS CLAIRE & JAMES KEITH
12 SOLDIERS RTE
SPANISH FORT, AL 36527

LITTLE JOE H III
128-A DU RHU DR
MOBILE, AL 36608

WYATT WILLIAM WESLEY
118 DU RHU DR #H
MOBILE, AL 36608

SUTHERLAND ROQUENIA L
118-G DU RHU DR
MOBILE, AL 36608

ANDREWS S GREG
112-C DU RHU DR
MOBILE, AL 36608

SCHOTTGEN LEIGH W
122-E DU RHU DR
MOBILE, AL 36608

MOSTELLER MARY LOU
E/O KENNETH CAIN
82 PLANTATION POINTE #259
FAIRHOPE, AL 36532

WELLS LINDA
112 DU RHU DR APT E
MOBILE, AL 36608

TURK GINA LODESTRO
120 DU RHU DR #C
MOBILE, AL 36608

LIVINGSTON JEANNE MARIE
132-B DU RHU DR
MOBILE, AL 36608

WHITE HUGH LAWSON II
128-J DU RHU DR
MOBILE, AL 36608

FICK STEPHEN F
400 STIRRUP CT
MOBILE, AL 36608

MOLYNEUX JOHN A & REGINA H
122-C DU RHU DR
MOBILE, AL 36608

ROBINSON ROSE M
122 DU RHU DR #F
MOBILE, AL 36608

HOUSTON FLORENCE B
120-B DU RHU DR
MOBILE, AL 36608

JONES EMILIE WALKER
163 HILLSIDE LN
MOBILE, AL 36608

GREER RONALD C JR & DEBBIE
59 NACK LN
MOBILE, AL 36608

JOHNSON JANE C
108-E DU RHU DR
MOBILE, AL 36608

STEWART BRENT EDWARD
130-F DU RHU DR
MOBILE, AL 36608

BOYLES JAMES
114 DU RHU DR UNIT
MOBILE, AL 36608

WELFORD TONY G
100-H DU RHU DR
MOBILE, AL 36608

BROWN EVELYN M
122-A DU RHU DR
MOBILE, AL 36608

POWELL LANIE DION
106-E DU RHU DR
MOBILE, AL 36608

RIGGINS LAURA L
102-C DU RHU DR
MOBILE, AL 36608

NALL CHRISTOPHER ALLEN &
ANNSLEY MARIE ZIMLICH
112-B DU RHU DR
MOBILE, AL 36608

JOHNSTON JOHN Q & LANA D
65 HILLSIDE LN
MOBILE, AL 36608

MANNING ZEBIE DWAYNE & KAREN
PO BOX 434
TOXEY, AL 35921

HALE MARY W
12 MCALPINE DR
MOBILE, AL 36608

O'NEILL HELEN CARROLL
402 ROTHLEY AVE
FAIRHOPE, AL 36532

ESPINOSA MARY HELEN
PO BOX 527444
MIAMI, FL 33152

MORRIS BERTRAM C & KATHERINE M
2305 APPLETREE CT
HUNTSVILLE, AL 36801

HAWK CHARLES W & GAYE HAWK
128 DU RHU DR UNIT M
MOBILE, AL 36608

GREEN MATTHEW S
57 NACK LN
MOBILE, AL 36608

BOYKIN MALLORY, STEPHEN C
BOYKIN & JENNIFER BOYKIN
116-E DU RHU DR
MOBILE, AL 36608

REAMS DORA CERAVOLO & TERESA
A CERAVOLO
59 HILLSIDE LN
MOBILE, AL 36608

DAVID MITCHELL & ASHLEY BRADY
11 MCALPINE DR
MOBILE, AL 36608

HANES ALEXANDER S IV
100-K DU RHU DR
MOBILE, AL 36608

PALMER JULIE M
108-G DU RHU DR
MOBILE, AL 36608

ENGLAND DOROTHY M A LIFE EST
114-F DU RHU DR
MOBILE, AL 36608

LEATHERBURY CATHERINE & THOMAS
GRAVES LEATHERBURY
116-A DU RHU DR
MOBILE, AL 36608

SWEATT DAWN ROBBINS
132-C DU RHU DR
MOBILE, AL 36608

JARDINE JAMES Q
116-D DU RHU DR
MOBILE, AL 36608

TILLOTSON MARTHA S
104-D DU RHU DR
MOBILE, AL 36608

JORDAN JILLIAN R
130-J DU RHU DR
MOBILE, AL 36608

ECKERT PATRICK
128 DU RHU DR APT E
MOBILE, AL 36608

GREEN JAMES ANTONE & LAURIE
151 HILLSIDE DR
MOBILE, AL 36608

ISOM SHAREN D
112-J DU RHU DR
MOBILE, AL 36608

BAILEY SUSAN TODD
112-L DU RHU DR
MOBILE, AL 36608

STEVENS MARYANN CLARK
118-A DU RHU DR
MOBILE, AL 36608

BELL WINIFRED STILES
100-L DU RHU DR
MOBILE, AL 36608

LEARD WILLIAM DAVID
61 HILLSIDE DR
MOBILE, AL 36608

BURKE ELIZABETH MCLAUGHLIN
116-C DU RHU DR
MOBILE, AL 36608

FRIEND JOHN H III
PO BOX 1645
MOBILE, AL 36633

SCOTT PAUL ANTHONY & SHELLY MAY SCOTT
4107 RIDGELAWN DR
MOBILE, AL 36608

BEASLEY SHARRON ANN
4009 OLD SHELL RD, APT C5
MOBILE, AL 36608

HARKNESS MARGARET P
4009 OLD SHELL RD, APT E6
MOBILE, AL 36608

CAZALAS DAVID A
4009 OLD SHELL RD, APT C24
MOBILE, AL 36608

REYNOLDS RUSSELL T
4009 OLD SHELL RD, APT D10
MOBILE, AL 36608

LANHAM DORIS C
4009 OLD SHELL RD, APT D15
MOBILE, AL 36608

TEW MICHAEL B & RHONDA K TEW
516 BUCHANAN DR
DAUPHIN ISLAND, AL 36528

WELLS JUDSON W & BARBARA W WELLS
4009 OLD SHELL RD, APT C19
MOBILE, AL 36608

CLARK LARRY WINSTON & KATHLEEN MARIE CLARK
15 LITTLE GATE WAY
KINGSTON, GA 30145

PIERCE MICHAEL TRAVIS
140 SECRETARIAT PL
MADISON, AL 35756

VICKERS NOAH GATES
4009 OLD SHELL RD, APT A6
MOBILE, AL 36608

HAMILITON CATHRINE V
8706 PATTERSON PATH
LILLIAN, AL 36549

MCDANIEL HUEY G & BUNNIE S
3754 THE CEDARS AVE
MOBILE, AL 36608

MCLEOD ELIZABETH SUZANNE
4009 OLD SHELL RD, APT B2
MOBILE, AL 36608

COOKS LANDING AT BON SECOUR LLC
3755 MORDECAI LN
MOBILE, AL 36608

POND SUE CALDWELL
4009 OLD SHELL RD, APT C21
MOBILE, AL 36608

FREEMAN DAVIS AS TRUSTEE OF MYLES F ENGERSON TRUST
3762 MORDECAI LN
MOBILE, AL 36608

BITTNER RENEE A & LEFFRE R CHERI
510 PINE ST
CAMDEN, SC 29020

LANE DAVID & SUSAN LANE
4810 MUMS CT
MOBILE, AL 36608

MJDM LIVING TRUST OF AUGUST 4, 2020
4009 OLD SHELL RD, APT A5
MOBILE, AL 36608

McCOY AMY McDUFFIE
30846 PARAPET CT
SPANISH FORT, AL 36527

RADCLIFF VIRGINIA STINSON
20 N REED AVE
MOBILE, AL 36604

STOUT PAMELA N, AS TRUSTEE OF PAMELA STOUT LIVING TRUST
3235 McRAE DR
MOBILE, AL 36695

INGE HERNDON III
4058 OLD SHELL RD
MOBILE, AL 36608

KAUFMAN TIM WILL & SHARON GATES KAUFMAN
250 COLLEGE LN
MOBILE, AL 36608

BROWN BARRY L & KATHERINE
3970 OLD SHELL RD
MOBILE, AL 36608

FARRELL DANIEL G & JENNIFER P FARRELL
3966 OLD SHELL RD
MOBILE, AL 36608

MCREE PLACE HOMEOWNERS ASSOC INC
3940 MCREE LN
MOBILE, AL 36608

BOULO TYLER T JR & JILL G BOULO
251 COLLEGE LN
MOBILE, AL 36608

BARNES WILLIAM E IV & BRIANNE HART BARNES
74 JORDAN LN
MOBILE, AL 36608

OUTLAW JEAN R
254 COLLEGE LN
MOBILE, AL 36608

COUNTS BRAXTON C III & ANTOINETTE M COUNTS
253 COLEGE LN
MOBILE, AL 36608

GRIFFITH LAUREN BAYLY & MATTHEW ROSS GRIFFITH
256 COLLEGE LN
MOBILE, AL 36608

DUNCAN KYLE JAMES & SHANNON REED DUNCAN
255 COLLEGE LN
MOBILE, AL 36608

THOMPSON MARY JEANETTE
258 COLLEGE LN
MOBILE, AL 36608

WHITE BRADLEY THOMAS & HEATHER NIDIFFER WHITE
3940 McREE LN
MOBILE, AL 36608

FAGBONGBE ADEYINKA O & ENIOLA O FAGBONGBE
117 PROVIDENT LN
MOBILE, AL 36608

STOKES CLAIBORNE M & LEDER L
3669 STEIN AVE
MOBILE, AL 36608

MARTIN VIRGINIA S
3665 STEIN ST
MOBILE, AL 36608

GALLASPY SUE ELLEN
3661 STEIN AVE
MOBILE, AL 36608

MERRICK JUSTIN DUPUY & ANGELA ELLIOTT MERRICK
259 COLLEGE LN
MOBILE, AL 36608

PC GOODWOOD LLC & DU RHU DRIVE INVESTMENTS LLC
2862 DAUPHIN ST
MOBILE, AL 36606

ROE SEAN ALLAN & KIMBERLY ROE
147 McALPINE Dr
MOBILE, AL 36608

QUINNELLY JEFFREY & CHERYL A QUINNELLY
PO BOX 81449
MOBILE, AL 36689

GRAFE MARY EMMA
12 ROSE AVE
MOBILE, AL 36608

HURD AUBREY M
151 McALPINE DR
MOBILE, AL 36608

FULMER ANNA KATHARYN
10 ROSE AVE
MOBILE, AL 36608

HIGHLAND AT SPRING HILL LLC
5690 WATERMELON RD STE 400
NORTHPORT, AL 35473

KITSOS III CHRISTOPHER T
8 McALPINE DR
MOBILE, AL 36608

MORGAN DAVID HEUBACH
3 McALPINE DR
MOBILE, AL 36608

TOMLINSON MICHAEL P
6 ROSE AVE
MOBILE, AL 36608

WARD MADELINE C & MELINDA A WARD
116 DU RHU DR UNIT F
MOBILE, AL 36608

KILLION MARY ANNE
118 DU RHU DR UNIT C
MOBILE, AL 36608

TISHER BEATRICE BEAR
130 DU RHU DR APT J
MOBILE, AL 36608

BURLESON BRETT
7260 LAKEVIEW DR E
MOBILE, AL 36608

McLANEY ELIZABETH
134-B DU RHU DR
MOBILE, AL 36608

JACKSON SARAH HUNTER & JOSEPH WALTON JACKSON
134-D DU RHU DR
MOBILE, AL 36608

KANGSUMRITH TEE & ANH KANGSUMRITH
PO BOX 1453
FAIRHOPE, AL 36533

MARRIOTT ANN BRAXTON
313 RIDGELAWN DR W
MOBILE, AL 36608

COOMBS ELLEN R & JOHN C COOMBS
124 DU RHU DR APT B
MOBILE, AL 36608

WATSON MICHAEL
124 DU RHU DR UNIT C
MOBILE, AL 36608

HOWELL PAIGE C & JEFFREY HOWELL JR
126B DU RHU DR
MOBILE, AL 36608

MONACH WILLIAM & R STEWART ONEILL JR
128 DU RHU DR UNIT D
MOBILE, AL 36608

BLAIR-ELORTEGUI JUDY V, ISABELLA ELORTEGUI & OSIEL ELORTEGUI
128 DU RHU DR UNIT F
MOBILE, AL 36608

TILLMAN PEYTON
6150 HALF MILE RD
THEODORE, AL 36582

SYLVESTER HALEY R
128 DU RHU DR UNIT H
MOBILE, AL 36608

CHUNN AMANDA E
128 DU SHU DR UNIT K
MOBILE, AL 36608

THAMES MARGARET SUSAN
130 DU RHU DR UNIT D
MOBILE, AL 36608

HINTON JUDITH C A LIFE EST
110 A DU RHU DR
MOBILE, AL 36608

HOLMES KATHARINE BLEDSOE
114C DU RHU DR
MOBILE, AL 36608

CALONJE BRANDY
118 DU RHU DR UNIT F
MOBILE, AL 36608

ABRUSCATO MARY S
122 DU RHU DR #B
MOBILE, AL 36608

ROBINSON ROSE M
C/O WILLIAM ALLISON
155 MILLS LN
JACKSON, AL 36545

DUNCAN AUBREY
10399 LOWELL ST E
MOBILE, AL 36695

LOTT FRANK J JR & MARIANNE H LOTT
104 MORPHY AVE
FAIRHOPE, AL 36532

CLOUD 7-A LLC
220 S MOBILE ST
FAIRHOPE, AL 36532

DERELI NESLIHAN
60 N ROYAL ST
MOBILE, AL 36602

SCHNEIDER CHRISTINA L
3195 HUTTERSFIELD CIR
TALLAHASSEE, FL 32303

HAZELWOOD JANE PALMER BRUNSON
3951 S McGREGOR AVE
MOBILE, AL 36608

CORNELL PROPERTIES LLC
PO BOX 8345
MOBILE, AL 36689

LARRY JEFFERSON DOUGLAS
10385 KALI OKA RD
MOBILE, AL 36613

FUSALOTTI ANDREW
3741 RIVERCHASE CT
THEODORE, AL 36582

DEMERANVILLA PROPERTIES LLC
PO BOX 208
POINT CLEAR, AL 36564

DICKINSON MARIE P & KEITH M DICKINSON
10832 RIGBY DR
MOBILE, AL 36695

ASG INVESTMENTS, LLC
117 FRAZER CT
MOBILE, AL 36607

R&S LEASING
34186 STEELWOOD RIDGE RD
LOXLEY, AL 36551

FULLER BRADLEY E
251 CROSSGATE DR
ELMORE, AL 36025

McCOY TIFFANY M AS TRUSTEE OF THE McCOY REVOCABLE LIVING TR
2608 CHARLESTON OAKS CT
MOBILE, AL 36695

McPHILLIPS REGINA & JEFFERY McPHILLIPS
656 RIDGEFIELD DR
MOBILE, AL 36608

DICKINSON MARIE P & KEITH M DICKINSON
720 CADILLAC AVE
DAUPHIN ISLAND, AL 36528

BROOKS KAREN JACKSON HILL
PO BOX 842
WATSON, LA 70786

EAGLE BAY PROPERTIES LLC SERIES 2
4011 McGREGOR OAKS
MOBILE, AL 36608

SIMS JULIA R
104 DU RHU DR UNIT D
MOBILE, AL 36608

MAKIN STEVEN ANTHONY & SHARIN EDYTHE MAKIN
9735 MODLEY RD
FAIRHOPE, AL 36532

FINCHER RICHARD R
23375 STATE LINE RD
LUCEDALE, MS 39452

MALBIS PLANTATION INC & FRANKLIN COMMONS PLAZA LLC
713 BELROSE AVE
DAPHNE, AL 36526

Agenda Item # 10

MOD-003325-2025 & MOD-003324-2025

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

Applicant Materials for Consideration – Planning Approval Modification

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
Northwest corner of Loyola Lane and Provident Lane

Applicant / Agent:
St. Paul's Episcopal School

Property Owner:
St. Paul's Episcopal

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

Future Land Use:
Institutional

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:
- Not provided

Proposal:
- Modification of a previously approved Planning Approval
- Modification of a previously approved Planned Unit Development

Considerations:
1. Modification of a previously approved Planned Unit Development with six (6) conditions;
2. Modification of a previously approved Planning Approval with six (6) conditions; and

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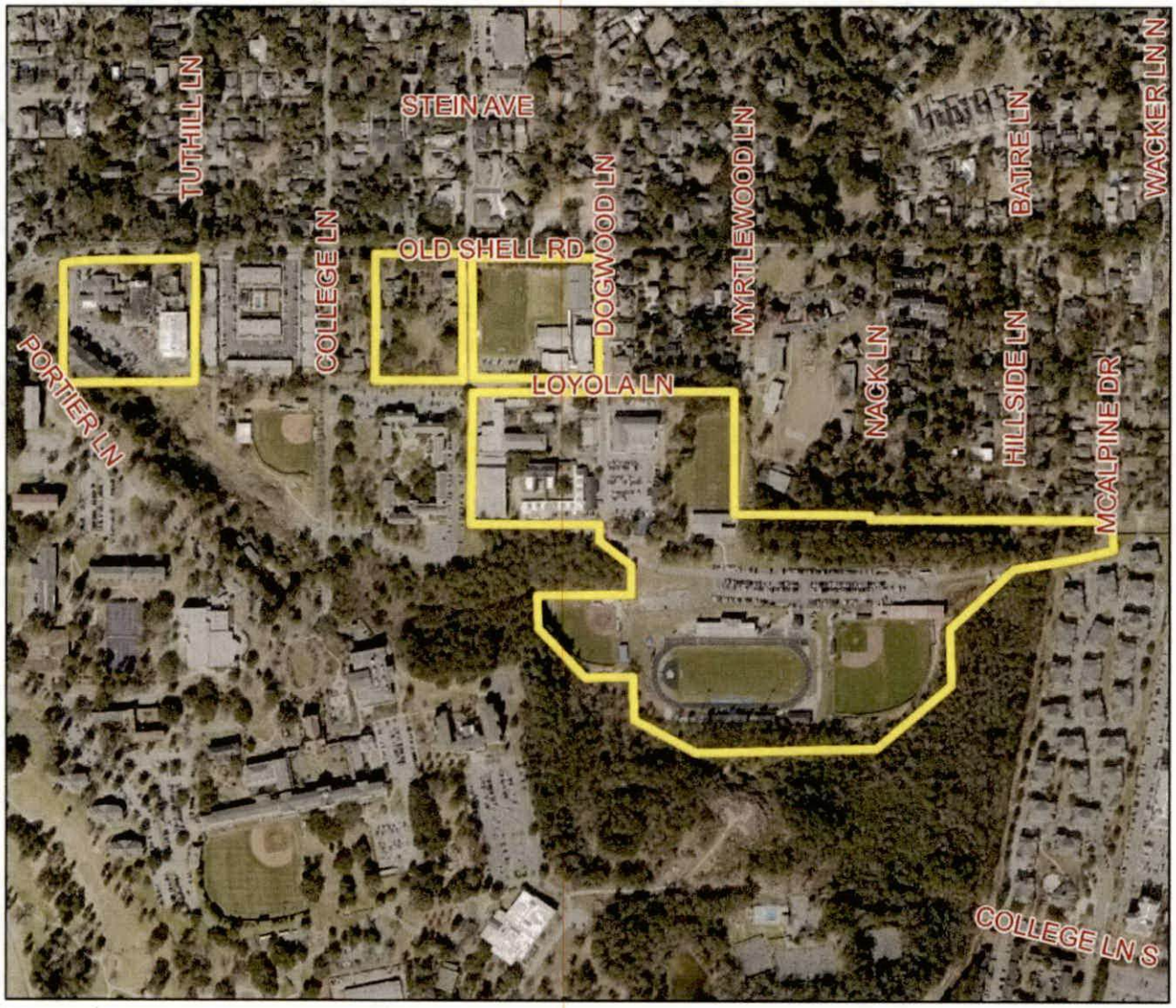
Site History 3
Staff Comments 3
Modification Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. A college lies to the southwest of the site.

APPLICATION NUMBER 10 DATE May 15, 2025 APPLICANT St. Paul's Episcopal School REQUEST PA Modification, PUD Modification	N NTS

SITE HISTORY

Since 2003, the subject site has been the subject of numerous Planning Approvals (PAs) to allow a church school in an R-1 district, and Planned Unit Developments (PUDs) to allow multiple buildings on a single building site, with shared access between multiple building sites. The most recent of these applications was approved by the Planning Commission at its June 15, 2023 meeting to allow construction of a new locker room for the girls' softball field, with Minor Modifications to adjust the size of the approved locker room.

A portion of the site was before the Planning Commission at its October 17, 2024 meeting as part of a two-lot Subdivision application, which was approved and recorded in Probate Court.

STAFF COMMENTS

Engineering Comments:

Planning Approval Modification (MOD-003325-2025)

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. Each Lot Owner shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area.
5. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
6. 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.
7. 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.
8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Planned Unit Development Modification (MOD-003324-2025)

1. Re-number the PUD NOTES. It contains two (2) NOTES with Number 3.
2. Retain PUD NOTES 3)1. Thru 3)6. As shown on the PUD SITE PLAN Sheet 1 of 1.

Traffic Engineering Comments:

The site is limited to driveways as shown on the approved PUD plan 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:

Planning Approval and Planned Unit Development Modifications

St. Paul's Episcopal School is an existing school, which has been before the Planning Commission numerous times previously. Currently, the applicant is proposing to incorporate an additional lot to the school, so that two (2) new soccer fields can be built.

Detailed descriptions of both requests are available via the links on page 1 of this report.

The soccer fields will not increase parking requirements for the school, will not alter the scope of operations previously approved for the site, and will comply with setback and site coverage requirements. It should be noted that there is an existing building depicted on the lot where the new soccer fields are proposed to be located. The existing building is labeled as "existing building to remain", but there is not mention of what the function of the structure will be. If approved, the site plan should be revised to label the existing structure with its proposed use.

It should be noted that there are notes on both the Planning Approval (PA) and Planned Unit Development (PUD) site plans stating the following:

Narrative for St. Paul's Episcopal School:

1. *Construct a new parking lot with 34 parking spaces and one new driveway turnout on Provident Lane.*
2. *Combine 10 parcels of land inside a block bounded by Old Shell Road, Dogwood Lane, Loyola Lane, and Provident Lane to create a one lot Subdivision consisting of 195,293± sq. ft or 4.48± acres.*

As the block referenced by note #2 was part of a one-lot Subdivision in 2021, which has been recorded in Probate Court, and is occupied by a parking lot, it appears this note is from a previous application. Furthermore, the site plans reference that they are a "revision to PA-001590-2021" and "revision to PUD-001589-2021". If approved, the site plans should be revised to accurately reflect the work being proposed at this time, as well as the most recent modification case numbers (MOD-003159-2024 and MOD-003160-2024).

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

PLANNING APPROVAL / 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 / Planning Approval Modifications:

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

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 for the Modified Planning Approval / Planned Unit Development, the following Findings of Fact must apply:

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. 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:

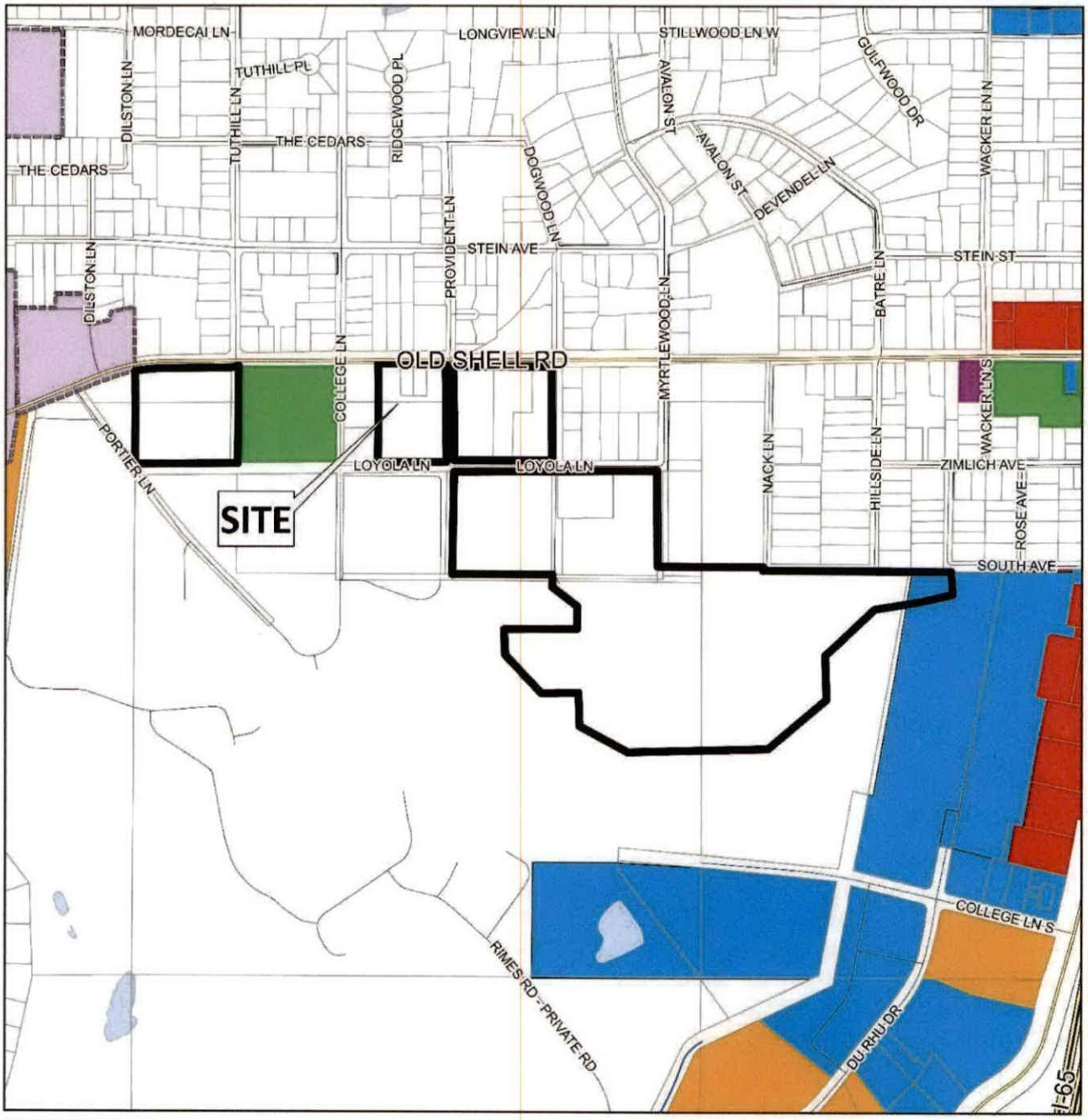
    1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    2. Includes adequate public facilities and utilities;

e. 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 should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

If approved, the following conditions could apply:

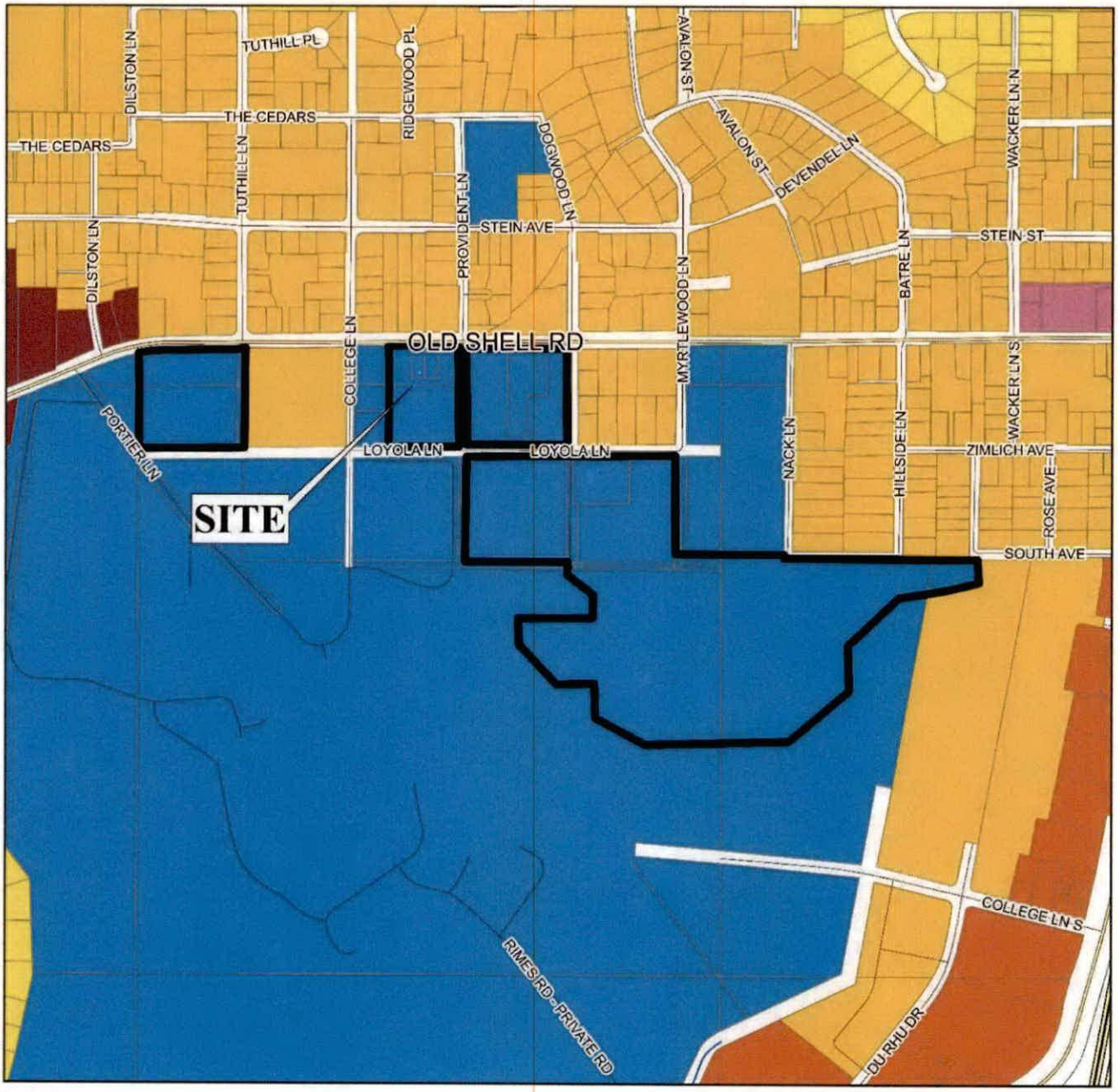
1. Revision of the site plan to state the proposed use of the existing building to remain on the site with the new soccer fields;
2. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
3. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
4. Placement of a note on the Final Planning Approval and PUD site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development and Planning Approval site plans prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 10 DATE May 15, 2025	N
APPLICANT St. Paul's Episcopal School	
REQUEST PA Modification, PUD Modification	NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE May 15, 2025

APPLICANT St. Paul's Episcopal School

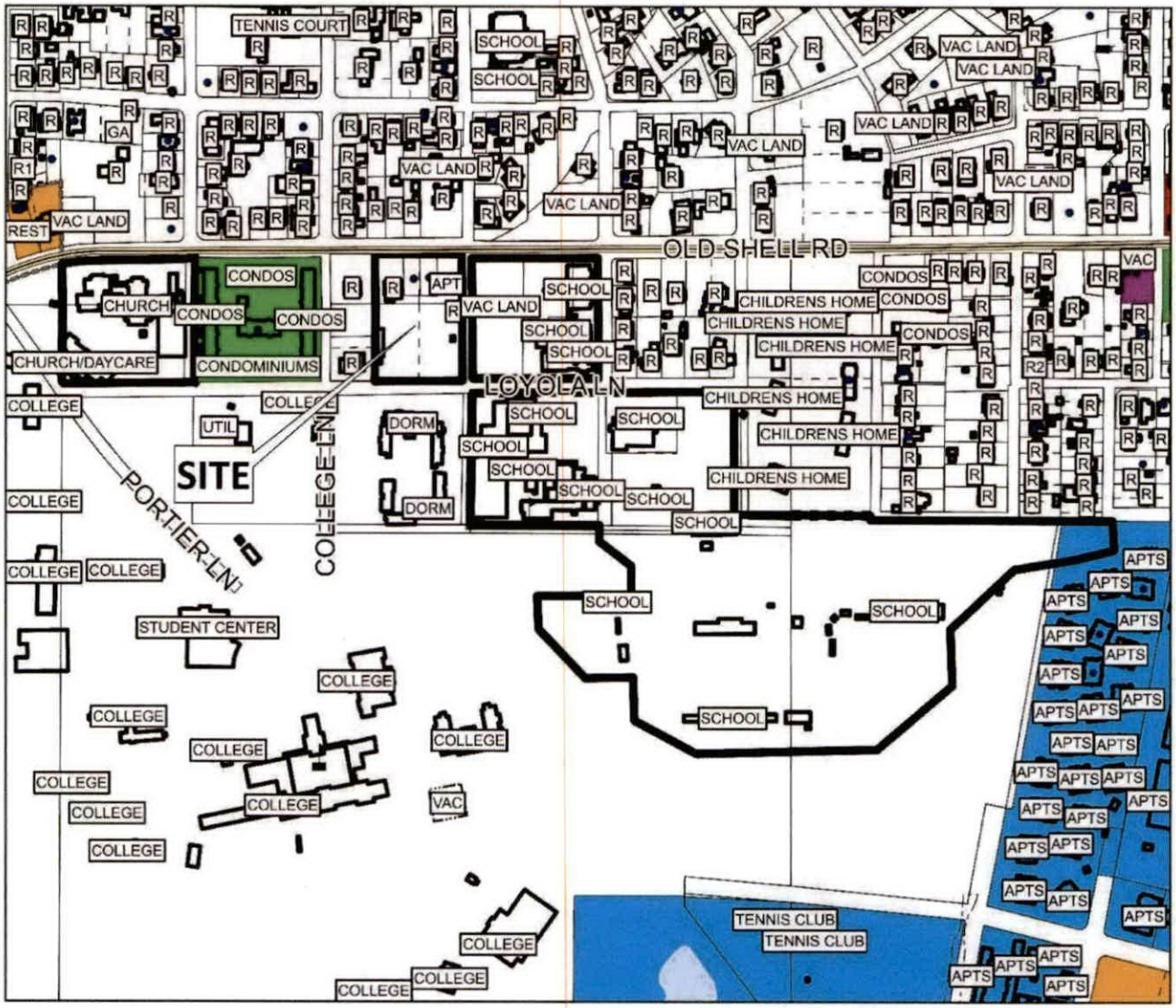
REQUEST PA Modification, PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. A college lies to the southwest of the site.

APPLICATION NUMBER 10 DATE May 15, 2025

APPLICANT St. Paul's Episcopal School

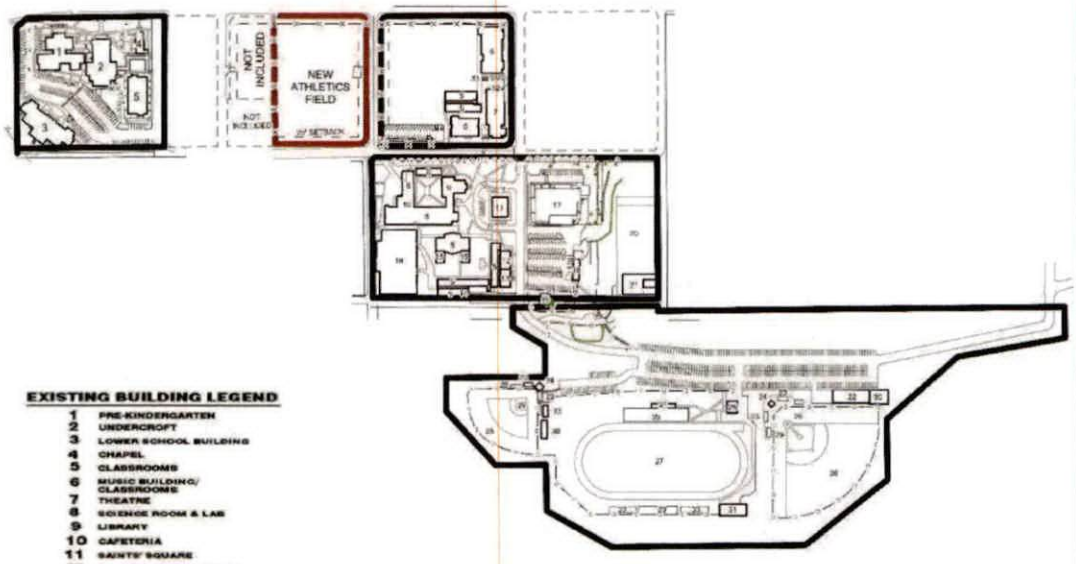
REQUEST PA Modification, PUD Modification

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

N

NTS

SITE PLAN



EXISTING BUILDING LEGEND

1 PRE-KINDERGARTEN
2 UNDERCROFT
3 LOWER SCHOOL BUILDING
4 CHAPEL
5 CLASSROOMS
6 MUSIC BUILDING/ CLASSROOMS
7 THEATRE
8 SCIENCE ROOM & LAB
9 LIBRARY
10 CAFETERIA
11 SAINTS' SQUARE
12 INTERMEDIATE LIBRARY
13 CAMPUS STORE
14 INTERMEDIATE ART ROOM
15 MIDDLE SCHOOL SCIENCE LAB & RESOURCE ROOM
16 GYMNASIUM
17 STUDENT CENTER
18 MAINTENANCE BUILDING
19 PLAYGROUND
20 PRACTICE FIELD
21 ATHLETIC FIELD HOUSE
22 BASEBALL FIELDHOUSE
23 BLEACHERS
24 PRESS BOX
25 CONCESSION BUILDING
26 BASEBALL FIELD
27 FOOTBALL FIELD/TRACK
28 SOFTBALL FIELD
29 DUG-OUT
30 COVERED BATTING CAGE
31 TRACK FIELD HOUSE
31 SERVICE
32 PORTABLE SHED
33 PROPOSED LOCKER ROOM
34 EXISTING BUILDING TO REMAIN

The site plan illustrates existing buildings, proposed soccer field, baseball fields, drives, and setbacks.

APPLICATION NUMBER	10	DATE	May 15, 2025
APPLICANT	St. Paul's Episcopal School		
REQUEST	PA Modification, PUD Modification		

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)

Institutional Land Use (INS)

This designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities, but exclude parks and public open space which are identified under a separate land use classification (see below). Semi-public uses such as grammar and high schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are included.

Note: Small-scale properties (less than 2 acres) accommodating subsidiary public and semi-public facilities, such as branch libraries, substations, satellite clinics, etc., may not be specifically called out in the FLUM under this land use designation, but may instead be considered part of the array of integrated complementary uses typically found in a residential neighborhood or a mixed-use center or corridor. The specific location and design of these complementary uses is subject to zoning.

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planned Unit Development for Property
Located at the northwest corner Loyola Lane and Provident Lane

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 17, 2025**, a public hearing will be held on the **22nd** day of **July**, 2025, at 10:30 a.m., to consider adoption of an ordinance for the modification of a Previously Approved Planned Unit Development for property located at the northwest corner of Loyola Lane and Provident Lane to allow construction of a soccer field.

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 June 15, 2023, to amend a previously approved Master Plan for an existing church school in an R-1, Single-Family Residential Suburban District, on property located at Northwest corner of Loyola Lane and Provident Lane and described as follows:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.9 ACRES, MORE OR LESS.

ALSO:

THE PROPERTY BOUNDED ON THE NORTH BY OLD SHELL ROAD, BOUNDED ON THE EAST BY DOGWOOD LANE, BOUNDED ON THE SOUTH BY LOYOLA LANE, AND BOUNDED ON THE WEST BY PROVIDENT LANE. CONTAINING 4.6 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHEAST CORNER OF LOYOLA LANE AND COLLEGE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN

EASTWARDLY 500 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN A DISTANCE OF 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 500 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 11.3 ACRES, MORE OR LESS.

ALSO:

LOT 2, ST. PAUL'S EPISCOPAL SUBDIVISION OF OLD SHELL ROAD AS RECORDED IN INST. #2024074212.

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, T4S— R2W, MOBILE COUNTY, ALABAMA, RUN N 00" 45' 40" W 1869.12 FEET TO A POINT; THENCE RUN S 89" 22' 19" W 621.46 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65 WITH THE SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89" 22' 19" W 215.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 00" 02' 11" E 59.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89" 57' 49" W 70 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 00" 02' 11" W 58.94 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89" 22' 19" W 565.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 00" 37' 41" E 105 FEET TO A POINT; THENCE RUN S 80" 00' 51" W 369.78 FEET TO A POINT; THENCE RUN S 48" 23' 15" W 320 FEET TO A POINT; THENCE RUN S 00" 37' 41" E 205 FEET TO A POINT; THENCE RUN S 51" 12' 53" W 356.09 FEET TO A POINT; THENCE RUN S 89" 22' 19" W 657.52 FEET TO A POINT; THENCE RUN N 61" 01' 25" W 253.03 FEET TO A POINT; THENCE RUN N 00" 37' 41" W 157 FEET TO A POINT; THENCE RUN N 89" 22' 19" E 172 FEET TO A POINT; THENCE RUN N 42" 29' 24" W 245.66 FEET TO A POINT; THENCE RUN N 00" 37' 41 " W 115.04 FEET TO A POINT; THENCE RUN N 89" 22' 19" E 335.94 FEET TO A POINT; THENCE RUN N 00" 37' 41" W 105 FEET TO A POINT; THENCE RUN N 59" 28' 08" W 125.62 FEET TO A POINT; THENCE RUN N 00" 37' 41" W 50 FEET TO A POINT; THENCE RUN N 00" 19' 46" W 16.50 FEET TO A POINT; THENCE RUN N 89" 22' 19" E 492.67 FEET TO A POINT; THENCE RUN S 00" 07' 19" W 16.50 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 89" 22' 19" E 1378.90 FEET TO THE POINT OF BEGINNING. CONTAINING 25.2 ACRES, MORE OR LESS.

ALL CONTAINING 49 ACRES, MORE OR LESS.

WHEREAS, on April 21, 2025, the owner of said property applied for a Major Modification of the Planned Unit Development amending a previously approved Master Plan for an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on May 15, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. 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. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. 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 synopsized 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 22nd day of July, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 25th 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 the **Northwest corner of Loyola Lane and Provident Lane.**

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on **June 15, 2023.** The owner of said property has applied for a Major Modification of the PUD **amending a previously approved Master Plan for an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field.** If approved, the Major Modification will **allow the construction of a soccer field,** subject to the following proposed conditions: 1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations. 2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024); 3. Placement of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 4. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and, 5. 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 June 15, 2023, to **amend a previously approved Master Plan for an existing church school in an R-1, Single-Family Residential Suburban District,** on property located at **Northwest corner of Loyola Lane and Provident Lane** and described as follows:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.9 ACRES, MORE OR LESS.

ALSO:

THE PROPERTY BOUNDED ON THE NORTH BY OLD SHELL ROAD, BOUNDED ON THE EAST BY DOGWOOD LANE, BOUNDED ON THE SOUTH BY LOYOLA LANE, AND BOUNDED ON THE WEST BY PROVIDENT LANE. CONTAINING 4.6 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHEAST CORNER OF LOYOLA LANE AND COLLEGE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN EASTWARDLY 500 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN A DISTANCE OF 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 500 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 11.3 ACRES, MORE OR LESS.

ALSO:

LOT 2, ST. PAUL'S EPISCOPAL SUBDIVISION OF OLD SHELL ROAD AS RECORDED IN INST. #2024074212.

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, T4S— R2W, MOBILE COUNTY, ALABAMA, RUN N 00" 45' 40" W 1869.12 FEET TO A POINT; THENCE RUN S 89" 22' 19" W 621.46 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65 WITH THE SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89" 22' 19" W 215.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 00" 02' 11" E 59.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89" 57' 49" W 70 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 00" 02' 11" W 58.94 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89" 22' 19" W 565.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 00" 37' 41" E 105 FEET TO A POINT; THENCE RUN S 80" 00' 51" W 369.78 FEET TO A POINT; THENCE RUN S 48" 23' 15" W 320 FEET TO A POINT; THENCE RUN S 00" 37' 41" E 205 FEET TO A POINT; THENCE RUN S 51" 12' 53" W 356.09 FEET TO A POINT; THENCE RUN S 89" 22' 19" W 657.52 FEET TO A POINT; THENCE RUN N 61" 01' 25" W 253.03 FEET TO A POINT; THENCE RUN N 00" 37' 41" W 157 FEET TO A POINT; THENCE RUN N 89" 22' 19" E 172 FEET TO A POINT; THENCE RUN N 42" 29' 24" W 245.66 FEET TO A POINT; THENCE RUN N 00" 37' 41 " W 115.04 FEET TO A POINT; THENCE RUN N 89" 22' 19" E 335.94 FEET TO A POINT; THENCE RUN N 00" 37' 41" W 105 FEET TO A POINT; THENCE RUN N 59" 28' 08" W 125.62 FEET TO A POINT; THENCE RUN N 00" 37' 41" W 50 FEET TO A POINT; THENCE RUN N 00" 19' 46" W 16.50 FEET TO A POINT; THENCE RUN N 89" 22' 19" E 492.67 FEET TO A POINT; THENCE RUN S 00" 07' 19" W 16.50 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 89" 22' 19" E 1378.90 FEET TO THE POINT OF BEGINNING. CONTAINING 25.2 ACRES, MORE OR LESS.

ALL CONTAINING 49 ACRES, MORE OR LESS.

WHEREAS, on April 21, 2025, the owner of said property applied for a Major Modification of the Planned Unit Development **amending a previously approved Master Plan for an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **May 15, 2025**, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. 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. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. 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

St. Paul's Episcopal School
Northwest Corner of Loyola Lane and Provident Lane
Council District 7
Gina Gregory

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

June 9, 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 **St. Paul's Episcopal School**, for a Major Modification of a previously approved Planned Unit Development **amending a previously approved Master Plan for an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field** for property at the **Northwest corner of Loyola Lane and Provident Lane.**

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

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

PLANNING AND ZONING
9 JUN 2025 AM9:12

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION
June 4, 2025
AMENDED

St. Paul's Episcopal School
161 Dogwood Lane
Mobile, Alabama 36608

Re: Northwest corner of Loyola Lane and Provident Lane
MOD-003324-2025
St. Paul's Episcopal School
District 7
Major Modification of a previously approved Planned Unit Development amending a previously approved Master Plan for an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field.

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 Findings of Fact to support modification of the previously approved Planned Unit Development:

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

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

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.

2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$661.20** 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
Stephen Guthrie
Deputy Director of Planning and Zoning

PLANNING AND ZONING
9 JUN 2025 AM9:12

Outlook

MOD-003324-2025 St. Paul's Soccer Field expansion

From James Robertson <jrobertson@jimroblaw.com>
Date Sat 5/3/2025 11:42 AM
To Planning <planning@cityofmobile.org>

Some people who received this message don't often get email from jrobertson@jimroblaw.com. Learn why this is important

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

Dear Sir or Madam:

My wife and I are longtime residents of College Lane, a stone's throw from the proposed soccer fields. Our children are graduates of St. Paul's. The plans submitted do not indicate whether the perimeter trees surrounding the proposed fields will be protected or destroyed.

The current perimeter tree canopy provides much-needed shade and cooling during our six-month summers. The trees enhance the aesthetics of Spring Hill. If the plan proposes to remove the perimeter trees, we strongly object. Cutting down the perimeter trees will not only destroy the benefits of the existing tree canopy, it will also mar the beauty of Spring Hill.

None of the information submitted with the proposed plan addresses the perimeter tree canopy. To cut down the perimeter trees will leave an ugly scar on the land and also increase surface temperatures on that property. Alternatively, the plan does not indicate that new trees would be planted to compensate for removed trees, as required under City of Mobile code.

Given the above, we strongly object to St. Paul's destroying the perimeter tree canopy, if that is in fact the plan.

We further object because the submitted Modification contains no documentation addressing the perimeter tree canopy.

Thank you.

Jean Outlaw Sherman

James E. Robertson, Jr.
254 College Lane

Outlook

MOD-003324-2025

From Heather White <hnidifferwhite@gmail.com>
Date Tue 5/6/2025 7:42 AM
To Planning <planning@cityofmobile.org>

Some people who received this message don't often get email from hnidifferwhite@gmail.com. Learn why this is important

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

This email includes concerns about the planned development of a soccer field within the St. Paul's Episcopal School's campus.

We want to make sure that the school will not remove the trees that line Old Shell Road between Provident and College Lanes.

These trees not only are beautiful, but provide shade, privacy, and noise buffers between the school road and the residences across the street from the school grounds. Removal of the trees would leave an unsightly gap in foliage along Old Shell in Spring Hill.

We love living in leafy, green Spring Hill and want to preserve the natural and carefully planned green spaces here.

Thank you for your consideration before moving forward with these major modifications.

Bradley and Heather White
3940 McRee Lane
Mobile 36608
678.576.0027
Hnidifferwhite@gmail.com

DESCRIPTION OF PUD PROPERTY:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.9 ACRES, MORE OR LESS.

ALSO:

THE PROPERTY BOUNDED ON THE NORTH BY OLD SHELL ROAD, BOUNDED ON THE EAST BY DOGWOOD LANE, BOUNDED ON THE SOUTH BY LOYOLA LANE, AND BOUNDED ON THE WEST BY PROVIDENT LANE. CONTAINING 4.6 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHEAST CORNER OF LOYOLA LANE AND COLLEGE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN EASTWARDLY 500 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN A DISTANCE OF 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 500 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 11.3 ACRES, MORE OR LESS.

ALSO:

LOT 2, ST. PAUL'S EPISCOPAL SUBDIVISION OF OLD SHELL ROAD AS RECORDED IN INST. #2024074212.

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, T4S–R2W, MOBILE COUNTY, ALABAMA, RUN N 00° 45' 40" W 1869.12 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 621.46 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65 WITH THE SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 215.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 00° 02' 11" E 59.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 57' 49" W 70 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 00° 02' 11" W 58.94 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 565.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 00° 37' 41" E 105 FEET TO A POINT; THENCE RUN S 80° 00' 51" W 369.78 FEET TO A POINT; THENCE RUN S 48° 23' 15" W 320 FEET TO A POINT; THENCE RUN S 00° 37' 41" E 205 FEET TO A POINT; THENCE RUN S 51° 12' 53" W 356.09 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 657.52 FEET TO A POINT; THENCE RUN N 61° 01' 25" W 253.03 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 157 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 172 FEET TO A POINT; THENCE RUN N 42° 29' 24" W 245.66 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 115.04 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 335.94 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 105 FEET TO A POINT; THENCE RUN N 59° 28' 08" W 125.62 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 50 FEET TO A POINT; THENCE RUN N 00° 19' 46" W 16.50 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 492.67 FEET TO A POINT; THENCE RUN S 00° 07' 19" W 16.50 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 89° 22' 19" E 1378.90 FEET TO THE POINT OF BEGINNING. CONTAINING 25.2 ACRES, MORE OR LESS.

ALL CONTAINING 49 ACRES, MORE OR LESS.

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:	St. Paul's Episcopal School	
Firm:	Attn: Pam Andrews	
Phone:	(251) 342-6700	
Email:	PAndrews@stpaulsmobile.net	
Address:	161 Dogwood Lane Mobile, AL 36608	

	Owner	Design Professional
Name:	See attached sheet	Don Whittington
Firm:		McCrory & Williams, Inc.
Phone:		(251) 476-4720
Email:		dwhitt@mcwinc.com
Address:		3207 International Drive, Ste. G, Mobile, AL 36606

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

South side of Old Shell Road on the East side of College Lane to McAlpine Drive — Property Address

49+/- Acres — Property Area (acres or square feet)

See attached sheet — Parcel Number(s) or Key Number(s)

R-1 — Present Zoning or Transect District

N/A — 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 Not Applicable

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.

See attached Letters of Authorization — Owner Signature

4-16-25 — Date

Applicant or Agent Signature (if applicable)

4/21/25 — Date

Don Whittington - McCrory & Williams, Inc.

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.

See attached Letters of Authorization — Applicant or Agent Signature

4-16-25 — Date

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.
   St. Paul's has existed and operated in the community as a school for many years. They are requesting a modification to a previously approved Planning Approval to include the additional property they acquired on the East side of Provident Lane between Old Shell Road and Loyola Lane for the construction of 2 soccer fields for student activities only.

   Institutional
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   St. Paul's Episcopal School is a long established school in Mobile and has been operation in an R-1 zoned area for many years. The addition of the proposed soccer fields will not create any additional traffic along Old Shell Road, Provident Lane of Loyola Lane.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   The proposed soccer fields will provide the students a playing field in a closer proximity to their class rooms.

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

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

6. Please provide the following information:

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

1- existing single story 1,056 s.f., 30' tall building will remain.

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

A 6' high privacy fence inside a10' buffer will be provided along the west property line. A wrought iron fence to match the existing along old shell road will be provided.

☐ Lighting:

Soccer fields will be utilized through normal school hours between 7:30 AM & 3:00 PM. No additional light will be needed.

☐ Hours of operation:

8:00 AM to 9:00 PM

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

St. Paul's provides a top tier education for students from grades Pre-K through High School.

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.

With the exception of the existing 1,056 s.f building to remain, the entire area bill be grassed.

Noise will be limited to normal school hours between 7:30 AM & 3:00 PM

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.

Use of this property will benefit students by providing exercise, sportsmanship, and group interaction.

Application Submission
Contact Information

Name of Project St. Paul's Soccer Fields Addition

Address 161 Dogwood Lane

Owner St. Pauls Episcopal School

Address: 161 Dogwood Lane Mobile Al Zip Code 36608

Phone (251) 342-6700 fax Email PAndrews@sttpaulsmobile.net

Authorized Agent McCrory & Williams Inc.

Address 3207 International Dr Mobile Al Zip Code 36606

Phone 251-476-4720 Fax 251-476-4721 Email lmdavis@mcwinc.com

Contractor

Address Zip Code

Phone Fax Email

Civil Engineer

Address Zip Code

36606

Phone Fax Email

Architect

Address Zip Code

Phone Fax Email

Submitted by:

Laura M. Davis Laura M. Davis Date: 4/17/25

Signature Print

St. Paul's has existed and operated as a school for many years. They are requesting to revise the previously approved PUD & PA to allow them to construct two soccer field on their newly acquired property on the South side of Old Shell Road, West side of Provident Lane and North side of Loyola Lane. They will continue using the property in the same manner.

ST. PAUL'S EPISCOPAL SCHOOL
161 DOGWOOD LANE
MOBILE AL 36608

APRIL 16, 2025

City of Mobile
Urban Development Department
Planning Section
PO Box 1827
Mobile, Alabama 36633

To Whom It May Concern:

This letter is to acknowledge that I give McCrory & Williams permission to submit any necessary documents on my behalf for Springhill College. Documents to include a previously approved revised PUD and previously approved revised Planning Approval to allow for the construction of a new locker room within the St. Paul's Campus.

Sincerely,

Pamela R. Andrews

Printed Name of Authorized Representative

P. Andrews CFO/COO

Signature

Springhill College
4000 Dauphin Street
MOBILE, AL 36608

APRIL 16, 2025

City of Mobile
Urban Development Department
Planning Section
PO Box 1827
Mobile, Alabama 36633

To Whom It May Concern:

This letter is to acknowledge that I give McCrory & Williams permission to submit any necessary documents on my behalf for Springhill College. Documents to include a previously approved revised PUD and previously approved revised Planning Approval to allow for the construction of a new locker room within the St. Paul's Campus.

Sincerely,

Christopher P. Puto Ph.D.

Printed Name of Authorized Representative

Signature

ST. PAUL'S EPISCOPAL SCHOOL
161 DOGWOOD LANE
MOBILE, AL 36608

SPRINGHILL COLLEGE
C/O PRESIDENT & FINANCE OFFICE
4000 DAUPHIN STREET
MOBILE, AL 36608

FRANGOS DINO N & KATHERINE C
3610 THE CEDARS AVE
MOBILE, AL 36608

BEAN PROPERTIES LLC
PO BOX 786
MOBILE, AL 36601

GUY JOHN STACY
4009 OLD SHELL RD #A8
MOBILE, AL 36608

INGE EDWARD HERNDON &
AMANDA HUNTER INGE
4058 OLD SHELL RD
MOBILE, AL 36608

WIZARD PROPERTIES LLC
89 TUTHILL LN
MOBILE, AL 36608

WILRAN NUMBER FIVE LLC
7 YESTER PLACE
MOBILE, AL 36608

SLEDGE ANNE T
121 RIDGELAWN DR E
MOBILE, AL 36608

SAINT-PAUL CARLA
771 HENCKLEY AVE
MOBILE, AL 36608

WILHELM DAVID A & GREER M
PO BOX 81241
MOBILE, AL 36689

LUKE DAN DEALY JR, AS TRUSTEE OF
DAN D LUKE JR TRUST
238 ROLLING HILL DR
DAPHNE, AL 36526

ST. PAUL'S EPISCOPAL CHURCH
4051 OLD SHELL RD
MOBILE, AL 36608

GATES W DAY AS TRUSTEE OF THE
PARISH OF ST PAULS
251 TUTHILL LN
MOBILE, AL 36608

GONZALEZ PAUL JOHN
280 S AVENIDA CABALLEROS
UNIT 126
PALM SPRINGS, CA 92262

DELCHAMPS PAUL EMILE III &
SHARON R
121 DILSTON LN
MOBILE, AL 36608

FRIEDLANDER PAMELA S P
4014 OLD SHELL RD
MOBILE, AL 36608

BRIDGES PAUL E & MARY
110 MYRTLE WOOD LN
MOBILE, AL 36608

ROEDDER GWENDOLYN A
211 LEVERT AVE
MOBILE, AL 36607

FRANKLIN SUSAN B
10 DRURY LN
MOBILE, AL 36608

LANE JOHN M & JOAN H
612 HERNANDO PL
DAUPHIN ISLAND, AL 36528

BAKER GEORGE R & JOYCE P
2170 OLD SHELL RD
MOBILE, AL 36607

CREEL BRUCE & EVA
3762 MOFFETT RD
MOBILE, AL 36618

WHIGHAM ROBERT E III & MEAGHER
LEE WHIGHAM
51 OAKLAND AVE
MOBILE, AL 36608

SMITH BRENT M & KENDALL S SMITH
354 TUTHILL LN
MOBILE, AL 36608

LITTLE GREY HOUSE LLC
4072 OLD SHELL RD
MOBILE, AL 36608

BMAX LLC
4109 URSULINE DR
MOBILE, AL 36608

HUFFSTUTLER NANCY M & JAMES
38 BUEGER RD
MOBILE, AL 36608

COLLINS HOMER R
PO BOX 376
MOBILE, AL 36601

ORLEANS FAMILY LLC
4009 OLD SHELL RD, APT C22
MOBILE, AL 36608

ABBENE MICHAEL M & DEA E
PO BOX 160
SUMMERDALE, AL 36580

SPRINGHILL MANOR LLC
740 MUSEUM DR
MOBILE, AL 36608

JONES BERNICE C
C/O ROBERT D PIERCE JR
18779 SCENIC HWY 98
FAIRHOPE, AL 36532

WHETROCK, LLC
10 AUDUBON PL
FAIRHOPE, AL 36532

BEDSOLE TRAVIS M JR & SUSAN
310 LONG CT
MOBILE, AL 36609

SPANISH VILLA VEST LLC
C/O MICHAEL ELY
6111 PEACHTREE DUNWOODY RD
ATLANTA, GA 30328

BODIE B FRED & JUDY
4606 KINGSWOOD DR S
MOBILE, AL 36608

WALKER WALTON LLC
4068 OLD SHELL RD
MOBILE, AL 36608

BREVARD SIDNEY A III & ELIZABETH B
BREVARD
3766 SOUTH RHONDA DR
MOBILE, AL 36608

TOOMEY PATRICK DOBBIN
PO BOX 530484
BIRMINGHAM, AL 35253

MEADOR ANNE MEREDITH
4272 BIT AND SPUR RD #17
MOBILE, AL 36608

RTD DEVELOPERS LLC
3851 OLD SHELL RD
MOBILE, AL 36608

WALTERS C L JR
650 RIDGEFIELD DR
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ALLEN ANDREW W & DIANA F
2166 DAUPHIN ST
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24549 VENETIA RD
MOBILE, AL 36605

JUSTICE SHIRLEY M
4010 OLD SHELL RD
MOBILE, AL 36608

GERNHAUSER HENRY & ELAINE
4009-A2 OLD SHELL RD
MOBILE, AL 36608

WALLER JOE P & MARTHA
4009 OLD SHELL RD UNIT D-11
MOBILE, AL 36608

MITCHELL ALICE S
6065 BUCHANAN CR
MCDONOUGH, GA 30252

JAYE VIRGINIA R
4009 OLD SHELL RD UNIT B10
MOBILE, AL 36608

GREGORY VICKI
4009 OLD SHELL RD UNIT B5
MOBILE, AL 36608

BARTER MICHAEL & SUSAN
446 CLUBHOUSE DR
FAIRHOPE, AL 36532

STEPHENS SELDEN H JR
259 TUTHILL LN
MOBILE, AL 36608

JACKSON ROBERT G & WINIFRED
4009 OLD SHELL RD APT E9
MOBILE, AL 36608

MAGGARD DELOIS C
4009 OLD SHELL RD APT E3
MOBILE, AL 36608

DULANEY JOAN B
4009 OLD SHELL RD APT C13
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FORD BENJAMIN Y & CAMILLE R
262 TUTHILL LN
MOBILE, AL 36608

RIIS JERI A & ERLING RIIS III
4009 OLD SHELL RD APT E22
MOBILE, AL 36608

WRIGHT WILTON & SHELBY W
252 TUTHILL LN
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LURSEN KATHLEEN
4009 OLD SHELL RD APT B12
MOBILE, AL 36608

MCRAE BRENDA C
4009 OLD SHELL RD APT C11
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LEON LINDSAY MARGUERITE
4009 OLD SHELL RD APT E24
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12307 MARGUERITE DR
CODEN, AL 36523

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4009-D5 OLD SHELL RD
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4009 OLD SHELL RD #E20
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255 TUTHILL LN
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1410 FAIRVIEW ST
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4009 OLD SHELL RD APT E7
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SEMMES, AL 36575

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LOFTIN MARIAN W AS TRUSTEE OF
CHARLIE W LOFTIN
4004 OLD SHELL RD
MOBILE, AL 36608

CATHOLIC SOCIETY OF RELIGIOUS &
LITERARY EDUCATION
4511 W PINE BLVD, STE. B
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3950 OLD SHELL RD
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423 E BEACH DR
OCEAN SPRINGS, MS 39564

SMITH DAVID CLAYTON & CHRISTINA
3916 MCREE PL
MOBILE, AL 36608

ELDER MARK J & RAINA F
3962 OLD SHELL RD
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CASSITY AMY V
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C/O DANIEL BOWLING, EXEC OF EST
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3936 MCREE LN
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137 DOGWOOD LN
MOBILE, AL 36608

JOHNSON WYATT & LYDIA K
250 DOGWOOD LN
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3863 OLD SHELL RD
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3454 LOYOLA LN
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BRIGHAM WILLIAM HENRY JR
3452 LOYOLA LN
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CHARLES E SMITH & ROSE ANN
TRUSTEES
3450 LOYOLA LN
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TALBOTT RICHARD & ROSEMARY
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JOHNSON FRED A & MARTHA T
C/O E MICHAEL JOHNSON
7 DRURY LN
MOBILE, AL 36608

ROBINSON DUDLEY MCNEILL &
WILLIAM C WAECHTER III
258 DOGWOOD LN
MOBILE, AL 36608

WARD MARY COYE & LYNN WARD
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276 MAYFLOWER ST
MOBILE, AL 36607

SALES DIRECT LLC
PO BOX 9877
MOBILE, AL 36691

SMP PROPERTIES LLC
5570 NEVIUS RD
MOBILE, AL 36619

KAY INVESTMENTS LLC
C/O JOHN W LASSITER III
1001 CULLOMBURG RD
SILAS, AL 36919

WELLS WILLIAM S
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THE COMMONS AT SPRINGHILL
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MOBILE, AL 36608

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MOBILE, AL 36608

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MOBILE, AL 36693

LADD SAM GAILLARD
102 B DU RHU DR
MOBILE, AL 36608

THAMES MARGARET SUSAN 130-D DU RHU DR
MOBILE, AL 36608

CROOM JOHN T
110 DU RHU DR UNIT D
MOBILE, AL 36608

LEATHERBURY GREGORY L JR & SUSAN T
29514 CANAL RD
ORANGE BEACH, AL 36561

FARMER ZUE I
700 BISHOP LN N
MOBILE, AL 36608

HARVEY TERRY, LILLIAN HARVEY & TERRY HARVEY
1418 HEBRON RD
GROVE HILL, AL 36451

BUTLER JANE C
102 DU RHU DR #D
MOBILE, AL 36608

NICHOLLS CLAIRE & JAMES KEITH
12 SOLDIERS RTE
SPANISH FORT, AL 36527

LITTLE JOE H III
128-A DU RHU DR
MOBILE, AL 36608

WYATT WILLIAM WESLEY
118 DU RHU DR #H
MOBILE, AL 36608

SUTHERLAND ROQUENIA L
118-G DU RHU DR
MOBILE, AL 36608

ANDREWS S GREG
112-C DU RHU DR
MOBILE, AL 36608

SCHOTTGEN LEIGH W
122-E DU RHU DR
MOBILE, AL 36608

MOSTELLER MARY LOU
E/O KENNETH CAIN
82 PLANTATION POINTE #259
FAIRHOPE, AL 36532

WELLS LINDA
112 DU RHU DR APT E
MOBILE, AL 36608

TURK GINA LODESTRO
120 DU RHU DR #C
MOBILE, AL 36608

LIVINGSTON JEANNE MARIE
132-B DU RHU DR
MOBILE, AL 36608

WHITE HUGH LAWSON II
128-J DU RHU DR
MOBILE, AL 36608

FICK STEPHEN F
400 STIRRUP CT
MOBILE, AL 36608

MOLYNEUX JOHN A & REGINA H
122-C DU RHU DR
MOBILE, AL 36608

ROBINSON ROSE M
122 DU RHU DR #F
MOBILE, AL 36608

HOUSTON FLORENCE B
120-B DU RHU DR
MOBILE, AL 36608

JONES EMILIE WALKER
163 HILLSIDE LN
MOBILE, AL 36608

GREER RONALD C JR & DEBBIE
59 NACK LN
MOBILE, AL 36608

JOHNSON JANE C
108-E DU RHU DR
MOBILE, AL 36608

STEWART BRENT EDWARD
130-F DU RHU DR
MOBILE, AL 36608

BOYLES JAMES
114 DU RHU DR UNIT
MOBILE, AL 36608

WELFORD TONY G
100-H DU RHU DR
MOBILE, AL 36608

BROWN EVELYN M
122-A DU RHU DR
MOBILE, AL 36608

POWELL LANIE DION
106-E DU RHU DR
MOBILE, AL 36608

RIGGINS LAURA L
102-C DU RHU DR
MOBILE, AL 36608

NALL CHRISTOPHER ALLEN &
ANNSLEY MARIE ZIMLICH
112-B DU RHU DR
MOBILE, AL 36608

JOHNSTON JOHN Q & LANA D
65 HILLSIDE LN
MOBILE, AL 36608

MANNING ZEBIE DWAYNE & KAREN
PO BOX 434
TOXEY, AL 35921

HALE MARY W
12 MCALPINE DR
MOBILE, AL 36608

O'NEILL HELEN CARROLL
402 ROTHLEY AVE
FAIRHOPE, AL 36532

ESPINOSA MARY HELEN
PO BOX 527444
MIAMI, FL 33152

MORRIS BERTRAM C & KATHERINE M
2305 APPLETREE CT
HUNTSVILLE, AL 36801

HAWK CHARLES W & GAYE HAWK
128 DU RHU DR UNIT M
MOBILE, AL 36608

GREEN MATTHEW S
57 NACK LN
MOBILE, AL 36608

BOYKIN MALLORY, STEPHEN C
BOYKIN & JENNIFER BOYKIN
116-E DU RHU DR
MOBILE, AL 36608

REAMS DORA CERAVOLO & TERESA
A CERAVOLO
59 HILLSIDE LN
MOBILE, AL 36608

DAVID MITCHELL & ASHLEY BRADY
11 MCALPINE DR
MOBILE, AL 36608

HANES ALEXANDER S IV
100-K DU RHU DR
MOBILE, AL 36608

PALMER JULIE M
108-G DU RHU DR
MOBILE, AL 36608

ENGLAND DOROTHY M A LIFE EST
114-F DU RHU DR
MOBILE, AL 36608

LEATHERBURY CATHERINE & THOMAS
GRAVES LEATHERBURY
116-A DU RHU DR
MOBILE, AL 36608

SWEATT DAWN ROBBINS
132-C DU RHU DR
MOBILE, AL 36608

JARDINE JAMES Q
116-D DU RHU DR
MOBILE, AL 36608

TILLOTSON MARTHA S
104-D DU RHU DR
MOBILE, AL 36608

JORDAN JILLIAN R
130-J DU RHU DR
MOBILE, AL 36608

ECKERT PATRICK
128 DU RHU DR APT E
MOBILE, AL 36608

GREEN JAMES ANTONE & LAURIE
151 HILLSIDE DR
MOBILE, AL 36608

ISOM SHAREN D
112-J DU RHU DR
MOBILE, AL 36608

BAILEY SUSAN TODD
112-L DU RHU DR
MOBILE, AL 36608

STEVENS MARYANN CLARK
118-A DU RHU DR
MOBILE, AL 36608

BELL WINIFRED STILES
100-L DU RHU DR
MOBILE, AL 36608

LEARD WILLIAM DAVID
61 HILLSIDE DR
MOBILE, AL 36608

BURKE ELIZABETH MCLAUGHLIN
116-C DU RHU DR
MOBILE, AL 36608

FRIEND JOHN H III
PO BOX 1645
MOBILE, AL 36633

SCOTT PAUL ANTHONY & SHELLY MAY SCOTT
4107 RIDGELAWN DR
MOBILE, AL 36608

BEASLEY SHARRON ANN
4009 OLD SHELL RD, APT C5
MOBILE, AL 36608

HARKNESS MARGARET P
4009 OLD SHELL RD, APT E6
MOBILE, AL 36608

CAZALAS DAVID A
4009 OLD SHELL RD, APT C24
MOBILE, AL 36608

REYNOLDS RUSSELL T
4009 OLD SHELL RD, APT D10
MOBILE, AL 36608

LANHAM DORIS C
4009 OLD SHELL RD, APT D15
MOBILE, AL 36608

TEW MICHAEL B & RHONDA K TEW
516 BUCHANAN DR
DAUPHIN ISLAND, AL 36528

WELLS JUDSON W & BARBARA W WELLS
4009 OLD SHELL RD, APT C19
MOBILE, AL 36608

CLARK LARRY WINSTON & KATHLEEN MARIE CLARK
15 LITTLE GATE WAY
KINGSTON, GA 30145

PIERCE MICHAEL TRAVIS
140 SECRETARIAT PL
MADISON, AL 35756

VICKERS NOAH GATES
4009 OLD SHELL RD, APT A6
MOBILE, AL 36608

HAMILITON CATHRINE V
8706 PATTERSON PATH
LILLIAN, AL 36549

MCDANIEL HUEY G & BUNNIE S
3754 THE CEDARS AVE
MOBILE, AL 36608

MCLEOD ELIZABETH SUZANNE
4009 OLD SHELL RD, APT B2
MOBILE, AL 36608

COOKS LANDING AT BON SECOUR LLC
3755 MORDECAI LN
MOBILE, AL 36608

POND SUE CALDWELL
4009 OLD SHELL RD, APT C21
MOBILE, AL 36608

FREEMAN DAVIS AS TRUSTEE OF MYLES F ENGERSON TRUST
3762 MORDECAI LN
MOBILE, AL 36608

BITTNER RENEE A & LEFFRE R CHERI
510 PINE ST
CAMDEN, SC 29020

LANE DAVID & SUSAN LANE
4810 MUMS CT
MOBILE, AL 36608

MJDM LIVING TRUST OF AUGUST 4, 2020
4009 OLD SHELL RD, APT A5
MOBILE, AL 36608

McCOY AMY McDUFFIE
30846 PARAPET CT
SPANISH FORT, AL 36527

RADCLIFF VIRGINIA STINSON
20 N REED AVE
MOBILE, AL 36604

STOUT PAMELA N, AS TRUSTEE OF
PAMELA STOUT LIVING TRUST
3235 McRAE DR
MOBILE, AL 36695

INGE HERNDON III
4058 OLD SHELL RD
MOBILE, AL 36608

KAUFMAN TIM WILL & SHARON
GATES KAUFMAN
250 COLLEGE LN
MOBILE, AL 36608

BROWN BARRY L & KATHERINE
3970 OLD SHELL RD
MOBILE, AL 36608

FARRELL DANIEL G & JENNIFER P
FARRELL
3966 OLD SHELL RD
MOBILE, AL 36608

MCREE PLACE HOMEOWNERS
ASSOC INC
3940 MCREE LN
MOBILE, AL 36608

BOULO TYLER T JR & JILL G BOULO
251 COLLEGE LN
MOBILE, AL 36608

BARNES WILLIAM E IV & BRIANNE
HART BARNES
74 JORDAN LN
MOBILE, AL 36608

OUTLAW JEAN R
254 COLLEGE LN
MOBILE, AL 36608

COUNTS BRAXTON C III &
ANTOINETTE M COUNTS
253 COLEGE LN
MOBILE, AL 36608

GRIFFITH LAUREN BAYLY & MATTHEW
ROSS GRIFFITH
256 COLLEGE LN
MOBILE, AL 36608

DUNCAN KYLE JAMES & SHANNON
REED DUNCAN
255 COLLEGE LN
MOBILE, AL 36608

THOMPSON MARY JEANETTE
258 COLLEGE LN
MOBILE, AL 36608

WHITE BRADLEY THOMAS & HEATHER
NIDIFFER WHITE
3940 McREE LN
MOBILE, AL 36608

FAGBONGBE ADEYINKA O & ENIOLA
O FAGBONGBE
117 PROVIDENT LN
MOBILE, AL 36608

STOKES CLAIBORNE M & LEDER L
3669 STEIN AVE
MOBILE, AL 36608

MARTIN VIRGINIA S
3665 STEIN ST
MOBILE, AL 36608

GALLASPY SUE ELLEN
3661 STEIN AVE
MOBILE, AL 36608

MERRICK JUSTIN DUPUY & ANGELA
ELLIOTT MERRICK
259 COLLEGE LN
MOBILE, AL 36608

PC GOODWOOD LLC & DU RHU
DRIVE INVESTMENTS LLC
2862 DAUPHIN ST
MOBILE, AL 36606

ROE SEAN ALLAN & KIMBERLY ROE
147 McALPINE Dr
MOBILE, AL 36608

QUINNELLY JEFFREY & CHERYL A
QUINNELLY
PO BOX 81449
MOBILE, AL 36689

GRAFE MARY EMMA
12 ROSE AVE
MOBILE, AL 36608

HURD AUBREY M
151 McALPINE DR
MOBILE, AL 36608

FULMER ANNA KATHARYN
10 ROSE AVE
MOBILE, AL 36608

HIGHLAND AT SPRING HILL LLC
5690 WATERMELON RD STE 400
NORTHPORT, AL 35473

KITSOS III CHRISTOPHER T
8 McALPINE DR
MOBILE, AL 36608

MORGAN DAVID HEUBACH
3 McALPINE DR
MOBILE, AL 36608

TOMLINSON MICHAEL P
6 ROSE AVE
MOBILE, AL 36608

WARD MADELINE C & MELINDA A WARD
116 DU RHU DR UNIT F
MOBILE, AL 36608

KILLION MARY ANNE
118 DU RHU DR UNIT C
MOBILE, AL 36608

TISHER BEATRICE BEAR
130 DU RHU DR APT J
MOBILE, AL 36608

BURLESON BRETT
7260 LAKEVIEW DR E
MOBILE, AL 36608

McLANEY ELIZABETH
134-B DU RHU DR
MOBILE, AL 36608

JACKSON SARAH HUNTER & JOSEPH WALTON JACKSON
134-D DU RHU DR
MOBILE, AL 36608

KANGSUMRITH TEE & ANH KANGSUMRITH
PO BOX 1453
FAIRHOPE, AL 36533

MARRIOTT ANN BRAXTON
313 RIDGELAWN DR W
MOBILE, AL 36608

COOMBS ELLEN R & JOHN C COOMBS
124 DU RHU DR APT B
MOBILE, AL 36608

WATSON MICHAEL
124 DU RHU DR UNIT C
MOBILE, AL 36608

HOWELL PAIGE C & JEFFREY HOWELL JR
126B DU RHU DR
MOBILE, AL 36608

MONACH WILLIAM & R STEWART ONEILL JR
128 DU RHU DR UNIT D
MOBILE, AL 36608

BLAIR-ELORTEGUI JUDY V, ISABELLA ELORTEGUI & OSIEL ELORTEGUI
128 DU RHU DR UNIT F
MOBILE, AL 36608

TILLMAN PEYTON
6150 HALF MILE RD
THEODORE, AL 36582

SYLVESTER HALEY R
128 DU RHU DR UNIT H
MOBILE, AL 36608

CHUNN AMANDA E
128 DU SHU DR UNIT K
MOBILE, AL 36608

THAMES MARGARET SUSAN
130 DU RHU DR UNIT D
MOBILE, AL 36608

HINTON JUDITH C A LIFE EST
110 A DU RHU DR
MOBILE, AL 36608

HOLMES KATHARINE BLEDSOE
114C DU RHU DR
MOBILE, AL 36608

CALONJE BRANDY
118 DU RHU DR UNIT F
MOBILE, AL 36608

ABRUSCATO MARY S
122 DU RHU DR #B
MOBILE, AL 36608

ROBINSON ROSE M
C/O WILLIAM ALLISON
155 MILLS LN
JACKSON, AL 36545

DUNCAN AUBREY
10399 LOWELL ST E
MOBILE, AL 36695

LOTT FRANK J JR & MARIANNE H LOTT
104 MORPHY AVE
FAIRHOPE, AL 36532

CLOUD 7-A LLC
220 S MOBILE ST
FAIRHOPE, AL 36532

DERELI NESLIHAN
60 N ROYAL ST
MOBILE, AL 36602

SCHNEIDER CHRISTINA L
3195 HUTTERSFIELD CIR
TALLAHASSEE, FL 32303

HAZELWOOD JANE PALMER BRUNSON
3951 S McGREGOR AVE
MOBILE, AL 36608

CORNELL PROPERTIES LLC
PO BOX 8345
MOBILE, AL 36689

LARRY JEFFERSON DOUGLAS
10385 KALI OKA RD
MOBILE, AL 36613

FUSALOTTI ANDREW
3741 RIVERCHASE CT
THEODORE, AL 36582

DEMERANVILLA PROPERTIES LLC
PO BOX 208
POINT CLEAR, AL 36564

DICKINSON MARIE P & KEITH M DICKINSON
10832 RIGBY DR
MOBILE, AL 36695

ASG INVESTMENTS, LLC
117 FRAZER CT
MOBILE, AL 36607

R&S LEASING
34186 STEELWOOD RIDGE RD
LOXLEY, AL 36551

FULLER BRADLEY E
251 CROSSGATE DR
ELMORE, AL 36025

McCOY TIFFANY M AS TRUSTEE OF THE McCOY REVOCABLE LIVING TR
2608 CHARLESTON OAKS CT
MOBILE, AL 36695

McPHILLIPS REGINA & JEFFERY McPHILLIPS
656 RIDGEFIELD DR
MOBILE, AL 36608

DICKINSON MARIE P & KEITH M DICKINSON
720 CADILLAC AVE
DAUPHIN ISLAND, AL 36528

BROOKS KAREN JACKSON HILL
PO BOX 842
WATSON, LA 70786

EAGLE BAY PROPERTIES LLC SERIES 2
4011 McGREGOR OAKS
MOBILE, AL 36608

SIMS JULIA R
104 DU RHU DR UNIT D
MOBILE, AL 36608

MAKIN STEVEN ANTHONY & SHARIN EDYTHE MAKIN
9735 MODLEY RD
FAIRHOPE, AL 36532

FINCHER RICHARD R
23375 STATE LINE RD
LUCEDALE, MS 39452

MALBIS PLANTATION INC & FRANKLIN COMMONS PLAZA LLC
713 BELROSE AVE
DAPHNE, AL 36526

Agenda Item # 10

MOD-003325-2025 & MOD-003324-2025

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

Applicant Materials for Consideration – Planning Approval Modification

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
Northwest corner of Loyola Lane and Provident Lane

Applicant / Agent:
St. Paul's Episcopal School

Property Owner:
St. Paul's Episcopal

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

Future Land Use:
Institutional

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:
- Not provided

Proposal:
- Modification of a previously approved Planning Approval
- Modification of a previously approved Planned Unit Development

Considerations:
1. Modification of a previously approved Planned Unit Development with six (6) conditions;
2. Modification of a previously approved Planning Approval with six (6) conditions; and

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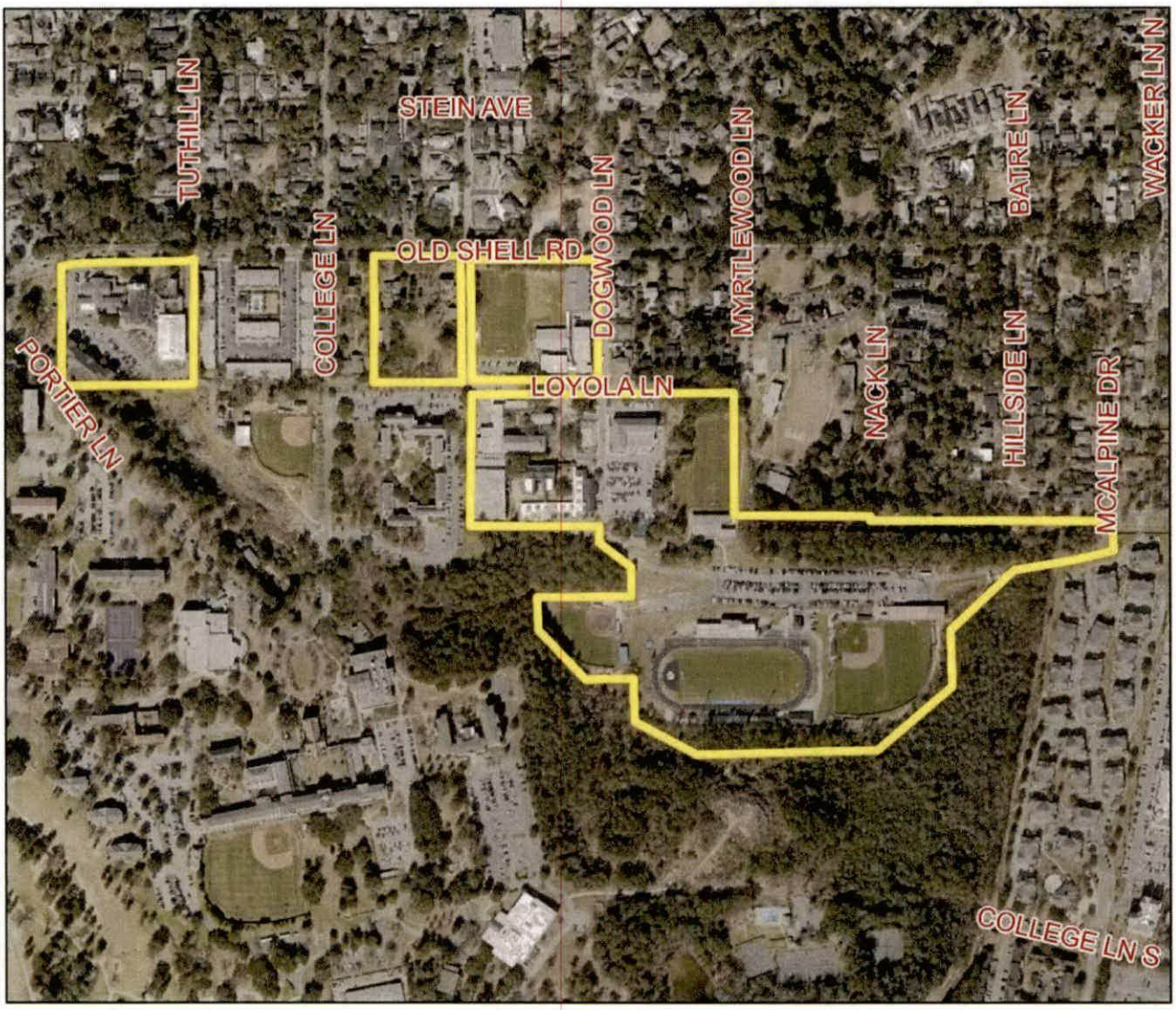
Site History 3
Staff Comments 3
Modification Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. A college lies to the southwest of the site.

APPLICATION NUMBER 10 DATE May 15, 2025

APPLICANT St. Paul's Episcopal School

REQUEST PA Modification, PUD Modification

N

NTS

SITE HISTORY

Since 2003, the subject site has been the subject of numerous Planning Approvals (PAs) to allow a church school in an R-1 district, and Planned Unit Developments (PUDs) to allow multiple buildings on a single building site, with shared access between multiple building sites. The most recent of these applications was approved by the Planning Commission at its June 15, 2023 meeting to allow construction of a new locker room for the girls' softball field, with Minor Modifications to adjust the size of the approved locker room.

A portion of the site was before the Planning Commission at its October 17, 2024 meeting as part of a two-lot Subdivision application, which was approved and recorded in Probate Court.

STAFF COMMENTS

Engineering Comments:

Planning Approval Modification (MOD-003325-2025)

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. Each Lot Owner shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area.
5. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
6. 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.
7. 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.
8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Planned Unit Development Modification (MOD-003324-2025)

1. Re-number the PUD NOTES. It contains two (2) NOTES with Number 3.
2. Retain PUD NOTES 3)1. Thru 3)6. As shown on the PUD SITE PLAN Sheet 1 of 1.

Traffic Engineering Comments:

The site is limited to driveways as shown on the approved PUD plan 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:

Planning Approval and Planned Unit Development Modifications

St. Paul's Episcopal School is an existing school, which has been before the Planning Commission numerous times previously. Currently, the applicant is proposing to incorporate an additional lot to the school, so that two (2) new soccer fields can be built.

Detailed descriptions of both requests are available via the links on page 1 of this report.

The soccer fields will not increase parking requirements for the school, will not alter the scope of operations previously approved for the site, and will comply with setback and site coverage requirements. It should be noted that there is an existing building depicted on the lot where the new soccer fields are proposed to be located. The existing building is labeled as "existing building to remain", but there is not mention of what the function of the structure will be. If approved, the site plan should be revised to label the existing structure with its proposed use.

It should be noted that there are notes on both the Planning Approval (PA) and Planned Unit Development (PUD) site plans stating the following:

Narrative for St. Paul's Episcopal School:

1. *Construct a new parking lot with 34 parking spaces and one new driveway turnout on Provident Lane.*
2. *Combine 10 parcels of land inside a block bounded by Old Shell Road, Dogwood Lane, Loyola Lane, and Provident Lane to create a one lot Subdivision consisting of 195,293± sq. ft or 4.48± acres.*

As the block referenced by note #2 was part of a one-lot Subdivision in 2021, which has been recorded in Probate Court, and is occupied by a parking lot, it appears this note is from a previous application. Furthermore, the site plans reference that they are a "revision to PA-001590-2021" and "revision to PUD-001589-2021". If approved, the site plans should be revised to accurately reflect the work being proposed at this time, as well as the most recent modification case numbers (MOD-003159-2024 and MOD-003160-2024).

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

PLANNING APPROVAL / 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 / Planning Approval Modifications:

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

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 for the Modified Planning Approval / Planned Unit Development, the following Findings of Fact must apply:

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. 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:

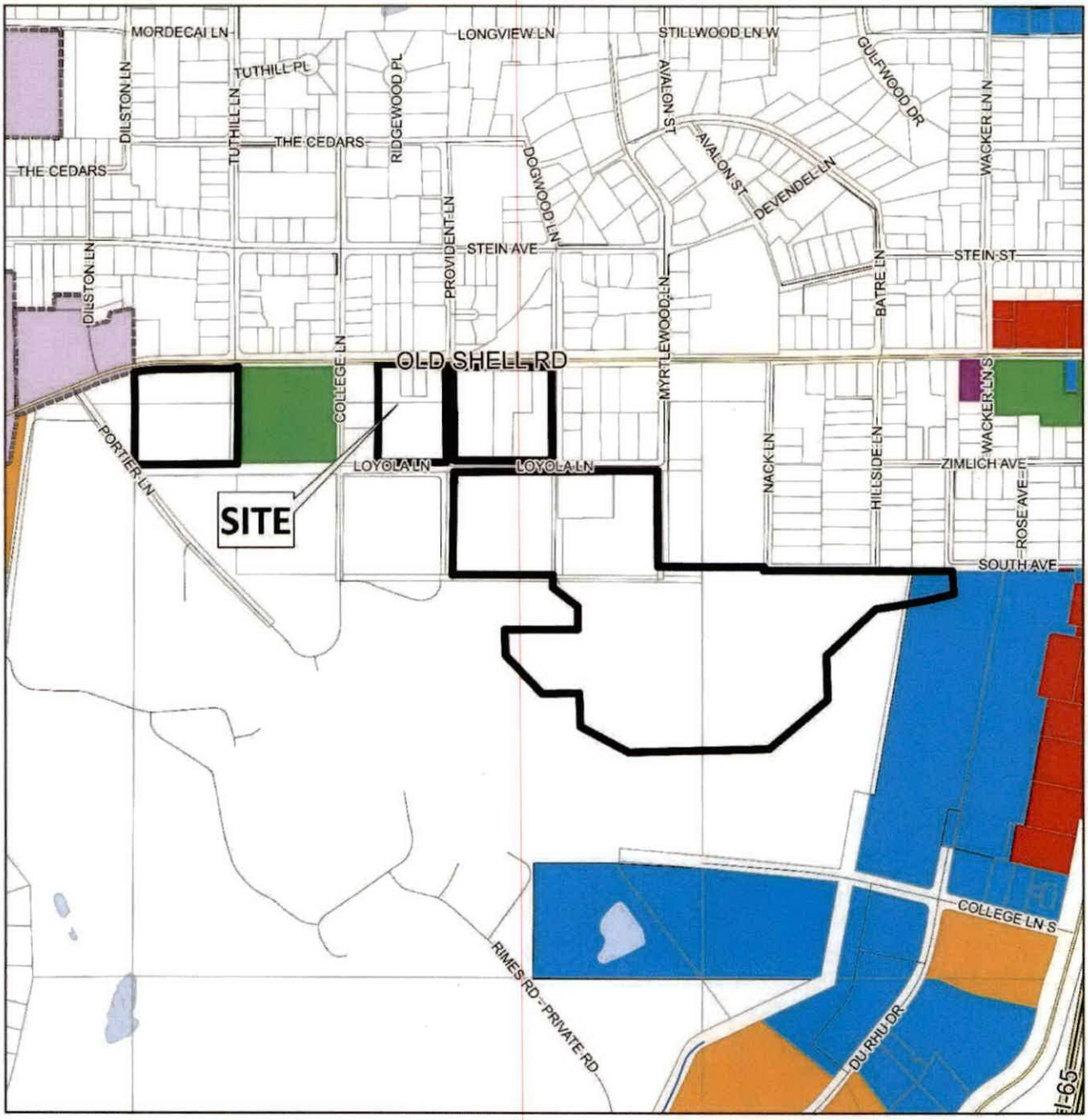
    1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    2. Includes adequate public facilities and utilities;

e. 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 should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

If approved, the following conditions could apply:

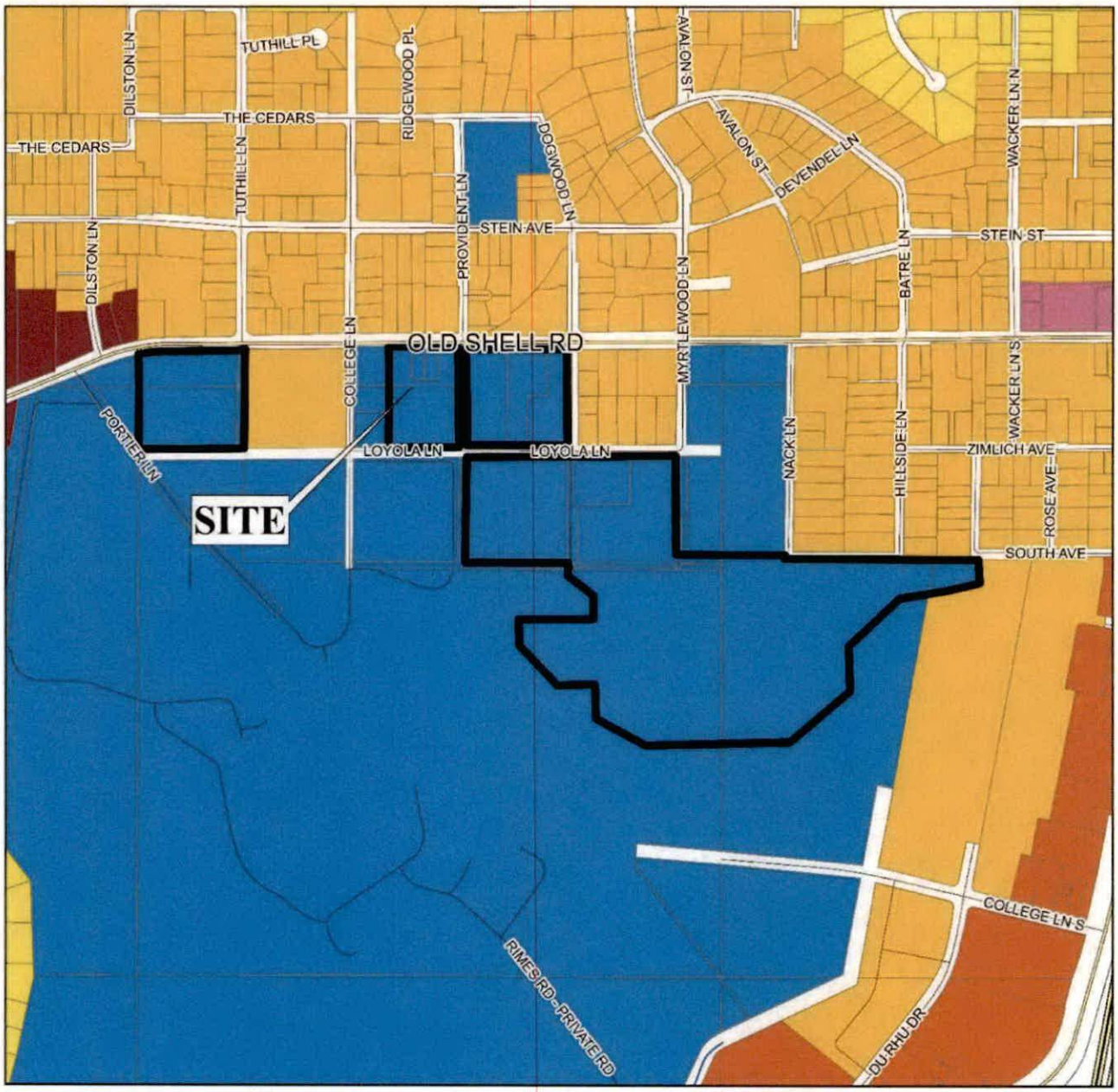
1. Revision of the site plan to state the proposed use of the existing building to remain on the site with the new soccer fields;
2. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
3. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
4. Placement of a note on the Final Planning Approval and PUD site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development and Planning Approval site plans prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 10 DATE May 15, 2025	N
APPLICANT St. Paul's Episcopal School	
REQUEST PA Modification, PUD Modification	NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE May 15, 2025

APPLICANT St. Paul's Episcopal School

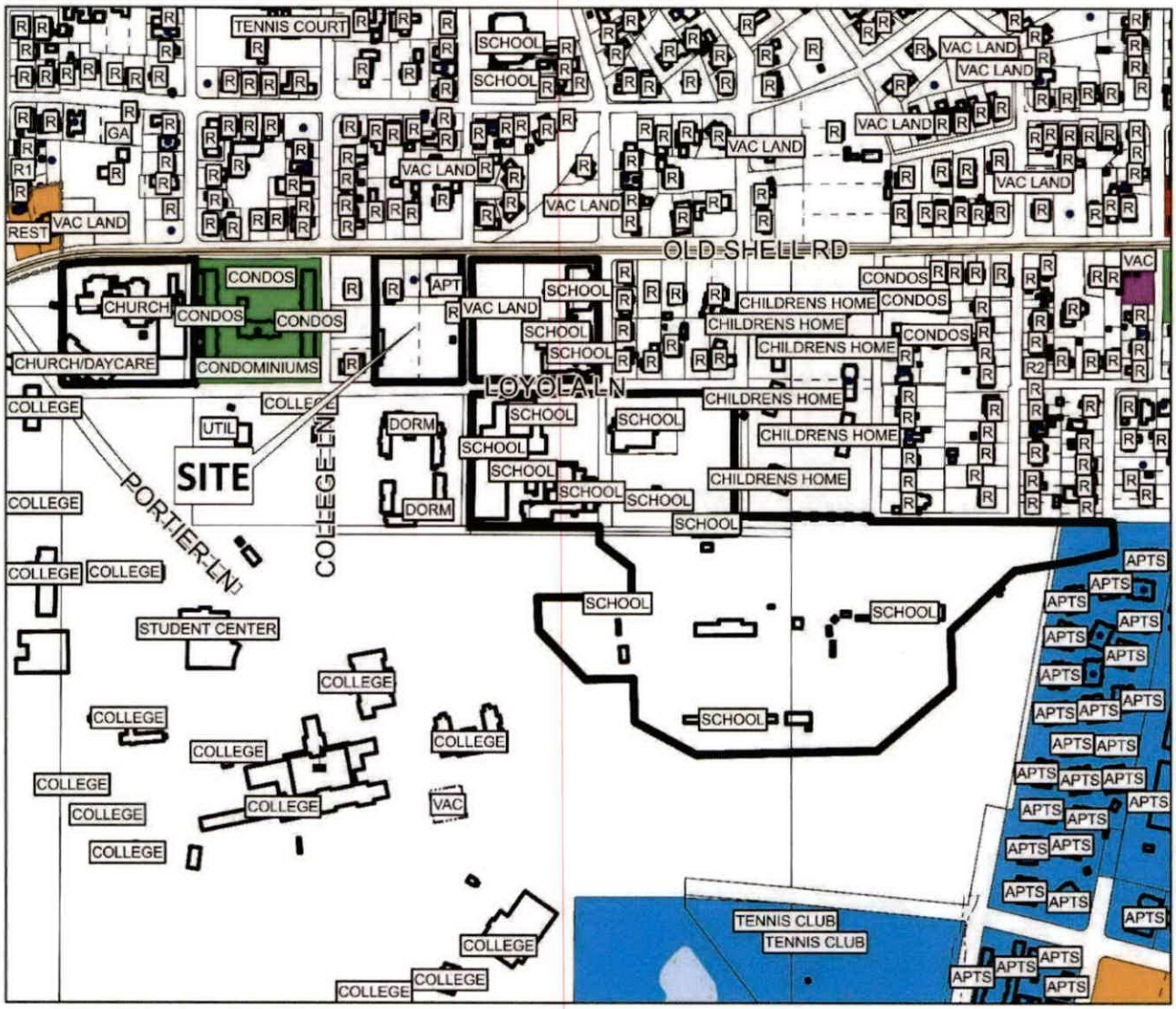
REQUEST PA Modification, PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. A college lies to the southwest of the site.

APPLICATION NUMBER 10 DATE May 15, 2025

APPLICANT St. Paul's Episcopal School

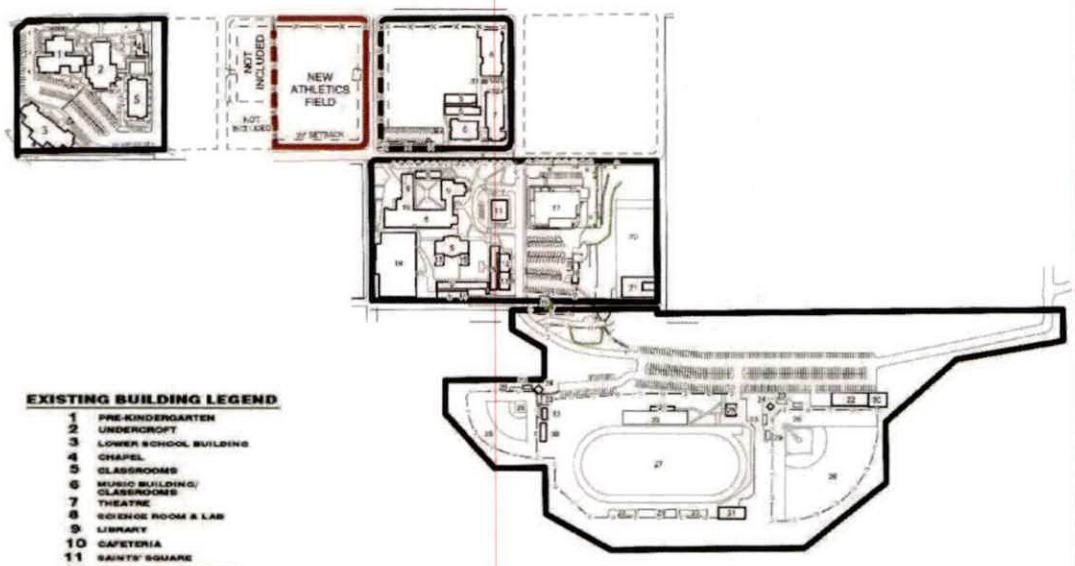
REQUEST PA Modification, PUD Modification

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

N

NTS

SITE PLAN



EXISTING BUILDING LEGEND

1 PRE-KINDERGARTEN
2 UNDERCROFT
3 LOWER SCHOOL BUILDING
4 CHAPEL
5 CLASSROOMS
6 MUSIC BUILDING/ CLASSROOMS
7 THEATRE
8 SCIENCE ROOM & LAB
9 LIBRARY
10 CAFETERIA
11 SAINTS' SQUARE
12 INTERMEDIATE LIBRARY
13 CAMPUS STORE
14 INTERMEDIATE ART ROOM
15 MIDDLE SCHOOL SCIENCE LAB & RESOURCE ROOM
16 GYMNASIUM
17 STUDENT CENTER
18 MAINTENANCE BUILDING
19 PLAYGROUND
20 PRACTICE FIELD
21 ATHLETIC FIELD HOUSE
22 BASEBALL FIELDHOUSE
23 BLEACHERS
24 PRESS BOX
25 CONCESSION BUILDING
26 BASEBALL FIELD
27 FOOTBALL FIELD/TRACK
28 SOFTBALL FIELD
29 DUG-OUT
30 COVERED BATTING CAGE
31 TRACK FIELD HOUSE
31 SERVICE
32 PORTABLE SHED
33 PROPOSED LOCKER ROOM
34 EXISTING BUILDING TO REMAIN

The site plan illustrates existing buildings, proposed soccer field, baseball fields, drives, and setbacks.

APPLICATION NUMBER	10	DATE	May 15, 2025
APPLICANT	St. Paul's Episcopal School		
REQUEST	PA Modification, PUD Modification		

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 (WDW/RU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

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

Institutional Land Use (INS)

This designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities, but exclude parks and public open space which are identified under a separate land use classification (see below). Semi-public uses such as grammar and high schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are included.

Note: Small-scale properties (less than 2 acres) accommodating subsidiary public and semi-public facilities, such as branch libraries, substations, satellite clinics, etc., may not be specifically called out in the FLUM under this land use designation, but may instead be considered part of the array of integrated complementary uses typically found in a residential neighborhood or a mixed-use center or corridor. The specific location and design of these complementary uses is subject to zoning.

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 5487, 5491, and 5495 Hilltop Drive, South

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 17, 2025**, a public hearing will be held on the **22nd** day of **July**, 2025, at 10:30 a.m., to consider adoption of an ordinance for the modification of a Previously Approved Planned Unit Development for property located at 5487, 5491, and 5495 Hilltop Drive, South to allow reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision.

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 (PUD) was approved on August 17, 2006, allowing reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision on property located at 5487, 5491 & 5495 Hilltop Drive South and described as follows:

LOT 4, LOT 5 & LOT 6, WESTHILL SUBDIVISION AS RECORDED IN MAP BOOK 116, PAGE 43 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on March 12, 2025, allowing reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on April 17, 2025, and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Retention of the current curve data table on the site plan;
2. Retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information;
3. Retention of the 15-foot front yard setback on the site plan;
4. Retention of at least the 5-foot side yard setbacks on the site plan;
5. Retention of the 8-foot rear yard setbacks on the site plan;
6. Placement of a note on the site plan stating that site coverage is limited to a maximum of 35%;
7. Placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;

8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat for the subdivision;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in this staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in this staff report;
12. Compliance with all Urban Forestry comments noted in this staff report; and,
13. Compliance with all Fire Department comments noted in this staff report

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. Will minimize traffic hazards and traffic congestion on the public roads;
F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. Shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Retention of the current curve data table on the site plan;
2. Retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information;
3. Retention of the 15-foot front yard setback on the site plan;
4. Retention of at least the 5-foot side yard setbacks on the site plan;
5. Retention of the 8-foot rear yard setbacks on the site plan;
6. Placement of a note on the site plan stating that site coverage is limited to a maximum of 35%;
7. Placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat for the subdivision;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in this staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in this staff report;
12. Compliance with all Urban Forestry comments noted in this staff report; and,
13. Compliance with all Fire Department comments noted in this staff report

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 synopsized 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 22nd day of July, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 25th 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 5487, 5491 & 5495 Hilltop Drive South.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on August 17, 2006. The owner of said property has applied for a Major Modification of the PUD allowing reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision. If approved, the major modification will allow reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision, subject to the following proposed conditions: 1. Retention of the current curve data table on the site plan; 2. Retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information; 3. Retention of the 15-foot front yard setback on the site plan; 4. Retention of at least the 5-foot side yard setbacks on the site plan; 5. Retention of the 8-foot rear yard setbacks on the site plan; 6. Placement of a note on the site plan stating that site coverage is limited to a maximum of 35%; 7. Placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder; 8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat for the subdivision; 9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision; 10. Compliance with all Engineering comments noted in the staff report; 11. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report; 12. Compliance with all Urban Forestry comments noted in the staff report; and, 13. Compliance with all Fire Department comments noted in the staff report.

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

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

Sponsored by: Councilmember Gina Gregory

WHEREAS, a Planned Unit Development (PUD) was approved on August 17, 2006, allowing reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision on property located at 5487, 5491 & 5495 Hilltop Drive South and described as follows:

LOT 4, LOT 5 & LOT 6, WESTHILL SUBDIVISION AS RECORDED IN MAP BOOK 116, PAGE 43 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on March 12, 2025, allowing reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on April 17, 2025, and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Retention of the current curve data table on the site plan;
2. Retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information;
3. Retention of the 15-foot front yard setback on the site plan;
4. Retention of at least the 5-foot side yard setbacks on the site plan;
5. Retention of the 8-foot rear yard setbacks on the site plan;
6. Placement of a note on the site plan stating that site coverage is limited to a maximum of 35%;
7. Placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat for the subdivision;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in this staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in this staff report;
12. Compliance with all Urban Forestry comments noted in this staff report; and,
13. Compliance with all Fire Department comments noted in this staff report

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. Will minimize traffic hazards and traffic congestion on the public roads;
F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. Shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Retention of the current curve data table on the site plan;
2. Retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information;
3. Retention of the 15-foot front yard setback on the site plan;
4. Retention of at least the 5-foot side yard setbacks on the site plan;
5. Retention of the 8-foot rear yard setbacks on the site plan;
6. Placement of a note on the site plan stating that site coverage is limited to a maximum of 35%;
7. Placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat for the subdivision;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in this staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in this staff report;
12. Compliance with all Urban Forestry comments noted in this staff report; and,
13. Compliance with all Fire Department comments noted in this staff report

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

Adopted:

_____

Lisa Lambert, City Clerk

Hunter Smith & Daniel Clark, Smith Clark & Associates, LLC
Westhill Subdivision, Resubdivision of Lots 4, 5 & 6
5487, 5491 & 5495 Hilltop Drive South
Council District 7
Gina Gregory

THE CITY OF MOBILE, AL
Planning & Zoning Department
MOBILE CITY PLANNING COMMISSION

June 6, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on April 17, 2025, considered the request of Hunter Smith & Daniel Clark, Smith Clark & Associates, LLC, for a Major Modification of a previously approved Planned Unit Development (PUD) allowing reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision, for the property located at 5487, 5491, & 5495 Hilltop Drive 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 current curve data table on the site plan;
2. Retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information;
3. Retention of the 15-foot front yard setback on the site plan;
4. Retention of at least the 5-foot side yard setbacks on the site plan;
5. Retention of the 8-foot rear yard setbacks on the site plan;
6. Placement of a note on the site plan stating that site coverage is limited to a maximum of 35%;
7. Placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat for the subdivision;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in this staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in this staff report;
12. Compliance with all Urban Forestry comments noted in this staff report; and,
13. Compliance with all Fire Department comments noted in this staff report.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

April 21, 2025

Hunter Smith or Daniel Clark
Smith Clark & Associates, LLC
30941 Mill Lane
Suite G
Box 258, Spanish Fort, Alabama 36527

Re: 5487, 5491 & 5495 Hilltop Drive South
MOD-003274-2025
Westhill Subdivision, Resubdivision of Lots 4, 5 & 6
District 7
Major Modification of a previously approved Planned Unit Development allowing reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision.

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

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

After discussion the Planning Commission determined the following 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 current curve data table on the site plan;
2. Retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information;
3. Retention of the 15-foot front yard setback on the site plan;
4. Retention of at least the 5-foot side yard setbacks on the site plan;
5. Retention of the 8-foot rear yard setbacks on the site plan;
6. Placement of a note on the site plan stating that site coverage is limited to a maximum of 35%;
7. Placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
8. Submittal to and approval by Planning and Zoning of a revised Planned Unit Development (PUD) site plan prior to signing the Final Plat for the subdivision;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report; and,
13. Compliance with all Fire Department comments noted in the staff report.

The advertising fee for this application is based on the current legal description is **$510.72.** 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
Stephen Guthrie
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
March 28, 2025
PUBLIC HEARING NOTICE

Re: 5487, 5491, & 5495 Hilltop Drive South
MOD-003274-2025
Westhill Subdivision, Resubdivision of Lots 4, 5 & 6
Hunter Smith & Daniel Clark, Smith Clark & Associates, LLC
District 7
Major Modification of a previously approved Planned Unit Development allowing reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision.

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.

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:	Hunter Smith or Daniel Clark	Same as Applicant
Firm:	Smith Clark & Associates, LLC	
Phone:	251-626-0404	
Email:	Danny@smithclarkllc.com	
Address:	30941 Mill Ln, Ste G Box 258, Spanish Fort AL 36527	

	Owner	Design Professional
Name:	Starr Boykin	
Firm:	Copper Hill LLC	
Phone:	251-340-8380	
Email:	starr@tensawland.com	
Address:	1108 Hwy 90 Service Dr, Mobile AL 36693	

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

Lots 5 & 6 Hilltop Dr S, Mobile AL 36608
Property Address

36,611 sq ft total
Property Area (acres or square feet)

KEY3680136 & 3680145
Parcel Number(s) or Key Number(s)

R-1 Single Family Residential
Present Zoning or Transect District

n/a
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.

Starr Boykin
Owner Signature

2/25/25
Date

Applicant or Agent Signature (if applicable)

3/12/25
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.

Applicant or Agent Signature

3/12/25
Date

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.
   This modification will delete a lot from the existing subdivision. It will not affect the Comprehensive Plan.

   Low Density Residential
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   This modification will remove Lot 5 from the subdivision and increase the size of Lots 4 & 6 to accommodate the decrease in density. The character of the neighborhood will not be affected.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   This modification decreases density.

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

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

6. Please provide the following information:

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

This modification is to delete a lot from the PUD. No new structures will be added by this modification.

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

This modification is to delete a lot from the PUD. No new landscaping will be added by this modification.

☐ Lighting:

This modification is to delete a lot from the PUD. No new lighting will be added by this modification.

☐ Hours of operation:

n/a

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

n/a

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

This modification is to delete a lot from the PUD. No elements will be added that would be detrimental to the publics health, safety or general welfare by this modification.

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

This modification decreases density.

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:	Hunter Smith or Daniel Clark	Same as Applicant
Firm:	Smith Clark & Associates, LLC	
Phone:	251-626-0404	
Email:	Danny@smithclarkllc.com	
Address:	30941 Mill Ln, Ste G Box 258, Spanish Fort AL 36527	

	Owner	Design Professional
Name:	Allen & Kathy Acton	
Firm:		
Phone:	251-402-1136	
Email:	k4acton@yahoo.com	
Address:	5487 Hilltop Dr S, Mobile AL 36608	

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

5487 Hilltop Dr S, Mobile AL 36608
Property Address

36,611 sq ft total
Property Area (acres or square feet)

KEY3680127
Parcel Number(s) or Key Number(s)

R-1 Single Family Residential
Present Zoning or Transect District

n/a
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.

Allen Acton Kathy Acton
Owner Signature

2-27-25
Date

Applicant or Agent Signature (if applicable)

3/12/25
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.

Applicant or Agent Signature

3/12/25
Date

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.
   This modification will delete a lot from the existing subdivision. It will not affect the Comprehensive Plan.

   Low Density Residential
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   This modification will remove Lot 5 from the subdivision and increase the size of Lots 4 & 6 to accommodate the decrease in density. The character of the neighborhood will not be affected.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   This modification decreases density.

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

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

6. Please provide the following information:

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

This modification is to delete a lot from the PUD. No new structures will be added by this modification.

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

This modification is to delete a lot from the PUD. No new landscaping will be added by this modification.

- ☐ Lighting:

This modification is to delete a lot from the PUD. No new lighting will be added by this modification.

- ☐ Hours of operation:

n/a

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

n/a

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

This modification is to delete a lot from the PUD. No elements will be added that would be detrimental to the publics health, safety or general welfare by this modification.

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

This modification decreases density.

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: Resub of Lots 4, 5 & 6 Westhill Subdivision

Address: Lots 5 & 6, Hilltop Dr S, Mobile AL 36608

Owner: Starr Boykin for Copper Hill LLC

Address: 1108 Hwy 90 Service Dr, Mobile Zip Code: 36693

Phone: 251-340-8380 Fax: n/a Email: starr@tensawland.com

Authorized Agent: Smith Clark & Associates, LLC / Daniel Clark or Hunter Smith

Address: 30941 Mill Ln, Ste G Box 258, Spanish Fort Zip Code: 36527

Phone: 251-626-0404 Fax: n/a Email: danny@smithclarkllc.com

Contractor: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Architect: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Signature: [signature] Print: Hunter C. Smith

Date: 2/14/2025 Affiliation to project/Organization: Authorized Agent

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: Resub of Lots 4, 5 & 6 Westhill Subdivision

Address: 5487 Hilltop Dr S, Mobile AL 36608

Owner: Allen & Kathy Acton

Address: 5487 Hilltop Dr S, Mobile Zip Code: 36608

Phone: 251-402-1136 Fax: n/a Email: k4acton@yahoo.com

Authorized Agent: Smith Clark & Associates, LLC / Daniel Clark or Hunter Smith

Address: 30941 Mill Ln, Ste G Box 258, Spanish Fort Zip Code: 36527

Phone: 251-626-0404 Fax: n/a Email: danny@smithclarkllc.com

Contractor:

Address: Zip Code:

Phone: Fax: Email:

Civil Engineer:

Address: Zip Code:

Phone: Fax: Email:

Architect:

Address: Zip Code:

Phone: Fax: Email:

Submitted by:

Signature: Hunter C Smith

Print

Date: 2/14/2025

Affiliation to project/Organization: Authorized Agent

SMITH CLARK & ASSOCIATES
land surveyors

March 12, 2025

Planning & Zoning
City of Mobile

RE: Westhill Subdivision PUD Modification Justification

Smith, Clark & Associates is submitting, on behalf of Copper Hill LLC and Allen & Kathy Acton, a request to modify the existing PUD for Westhill Subdivision. This PUD modification is being submitted simultaneously with a request to Re-subdivide Lots 4-6. Lot 5 will be removed from the subdivision to increase the sizes of Lots 4 & 6.

Sincerely,

Hunter C. Smith, PLS
President
Smith,Clark & Associates, LLC

30941 Mill Ln. Suite G, Box 258 • Spanish Fort, AL 36527•
(251) 626-0404
hunter@smithclarkllc.com

Allen & Kathy Acton
5487 Hilltop Dr S
Mobile AL 36608

Copper Hill LLC
1108 Highway 90 Dr
Mobile AL 36693

Smith Clark & Associates, LLC
30941 Mill Ln
Ste G, Box 258
Spanish Fort AL 36527

Edward & Carole Spremich
63 Silverwood St
Mobile AL 36607

West Hill LLC
3964 Airport Blvd
Mobile AL 36608

Kelley & Kathleen Ouzts
5479 Hilltop Dr S
Mobile AL 36608

Haley Hancock
5471 Hilltop Dr S
Mobile AL 36608

William Susman
213 Kingswood Ct
Mobile AL 36608

5472 Old Shell Road LLC
143 Myrtlewood Ln
Mobile AL 36608

Linda Knight, Trustee
4171 Carmel Dr N
Mobile AL 36608

Smita Properties LLC
4640 W Beach Blvd, Unit C1
Gulf Port MS 39501

Alfred Little
2300 Granada Ave
Mobile AL 36693

Michael & Ben Johnston
3968 Japonica Ln
Mobile AL 36693

Burlow Inc
5558 Old Shell Rd
Mobile AL 36608

Alabama Power Co
150 St Joseph St
Mobile AL 36602

USC LLC, Eleanor Cummings &
Shell Road LLC
PO Box 16227
Mobile AL 36616

Sylvester & Pamela Shakir
5663 Vanderbilt Dr
Mobile AL 36608

Sharie Reese
5286 Fletching Ct
Theodore AL 36582

Clifford & Jeanette Keller Jr
1726 Augusta Dr W
Mobile AL 36695

Shahi Pawan Khadgi
5651 Vanderbilt Dr
Mobile AL 36608

Amanda Nadeau
8280 Whisper Lakes Ct
Mobile AL 36619

Dennis & Megan Wallace
c/o Major Dennis Wallace
224 Stratford Dr
Vandenberg SB CA 93436

John Reed
108 Vanderbilt Dr
Mobile AL 36608

Best Homes LLC
112 Vanderbilt Dr
Mobile AL 36608

Jimmy Counselman & Emily Hodge
276 Miller Howze Rd
Coffeeville AL 36524

Planning Commission
April 17, 2025

Agenda Item # 10

SUB-003244-2025 & MOD-003274-2025

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – PUD Modification

DETAILS

Location:
5487, 5491 & 5495 Hilltop Drive South

Subdivision Name:
Westhill Subdivision, Resubdivision of Lots 4, 5 & 6

Applicant / Agent:
Hunter Smith & Daniel Clark, Smith Clark & Associates, LLC

Property Owner:
Starr Boykin, Copper Hill LLC

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

Future Land Use:
Low Density Residential

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- Not provided

Proposal:

- Subdivision approval to create two (2) legal lots of record
- Modification of a previously approved Planned Unit Development

Commission Considerations:

- Subdivision approval with twelve (12) conditions.
- Major Modification of a previously approved Planned Unit Development with thirteen (13) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Subdivision Considerations 6
PUD Modification Considerations 7
Exhibits 9

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by commercial and residential units.

APPLICATION NUMBER 10 DATE April 17, 2025

APPLICANT Westhill Subdivision, Resubdivision of Lots 4, 5 & 6

REQUEST Subdivision, PUD Modification

N

NTS

SITE HISTORY

The subject site was annexed into the City in 1956.

With the adoption of the Zoning Ordinance in 1967, it was assigned an R-A, Residential-Agriculture zoning classification.

Sometime later, the zoning classification was changed to R-1, Single-Family Residential.

The site was the subject of two (2) subdivision approvals, both named Westhill Subdivision with twelve (12) lots each, in 2003. Each subdivision had an accompanying Planned Unit Development (PUD), both to allow for reduced lot sizes, reduced lot widths, and reduced building setbacks, and an additional request for increased site coverage to 55% for one (1) of the PUD. All were approved, but the approvals eventually expired.

In August 2006, the site was again before the Commission as Westhill Subdivision, but with eleven (11) proposed lots and an accompanying PUD to allow reduced lot widths and sizes, reduced building setbacks, and increased site coverage to 45%. Both were approved and the subdivision was recorded in Probate Court.

The site has never had any applications before the Board of Zoning Adjustment.

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 and label the monument set or found at each subdivision corner.
C. Add a graphic scale.
D. Show and label all flood zones. New maps went into effect on June 5, 2020.
E. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 114.
F. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
G. Provide the Surveyor's Certificate.
H. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo LOTS 4A and 6A will share the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 4A – NONE and LOT 6A – NONE.
I. 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.
J. 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.

K. 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.
L. 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.
M. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
N. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Modification of Planned Unit Development

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. Each Lot Owner shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require

approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

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

Planning Comments:

Subdivision

The applicant is proposing a two (2)-lot, 0.84±-acre subdivision out of three (3) existing lots of record from the previously recorded Westhill Subdivision. The site is served by public water and sanitary sewer services.

The site is located at the West terminus of Hilltop Drive South, a public right-of-way with curb and gutter and a compliant 50-foot right of way. The current cul-de-sac has a 50-foot radius along the site frontage (100-foot diameter), but the Subdivision Regulations now require a 60-foot radius (120-foot diameter) for a cul-de-sac. However, as one of the two (2) proposed lots is developed, the requirement for dedication along the site frontage would seem unwarranted. A waiver of Section 6.B.9. would seem in order to allow such. If approved, the current curve data table for the site should be retained on the Final Plat.

Both proposed lots meet the minimum size requirements of the Subdivision Regulations and are labeled with their sizes in both square feet and acres. If approved, this information should be retained on the Final Plat, or a table should be furnished on the Final Plat providing the same information.

As with the approval of Westhill Subdivision, the lots are proposed to have a 15-foot minimum building setback line along the street frontage. Side yard and rear yard setbacks are proposed as eight (8) feet. Unlike the previous subdivision approval, there will not be a zero-lot line on one side, and an eight (8)-foot side yard setback is proposed instead. It should be noted that the UDC now requires 5-foot side yard setbacks and 8-foot rear yard setbacks. As such, at least a 5-foot side yard setback should be retained on the Final Plat, if approved. There is no increased site coverage proposed as in the previous subdivision approval. In order to avoid possible confusion with the 45% maximum site coverage allowed in the remainder of Westhill Subdivision, a note should be placed on the Final Plat stating that site coverage is limited to 35% maximum site coverage, unless otherwise requested by the applicant.

A sanitary sewer easement is indicated on the preliminary plat. Therefore, a note should be required on the Final Plat, if approved, stating that no structure may be constructed or placed in any easement without the permission of the easement holder.

A revised PUD site plan should be submitted to and approved by Planning and Zoning prior to signing the Final Plat for the
subdivision.

Planned Unit Development Modification

The purpose of the Planned Unit Development (PUD) Modification under consideration is to amend the previously approved PUD to reflect the newly created lots. The previously approved PUD contained 11 lots, and three (3) of those lots are proposed to be amended as two (2) lots; therefore, the PUD must also be amended.

The applicant states the following concerning the MOD application:

> *This modification will remove Lot 5 from the subdivision and increase the size of Lots 4 & 6 to accommodate the decrease in density. The character of the neighborhood will not be affected.*

The site plan submitted is identical to the preliminary plat. Therefore, any required revisions would be the same as on the preliminary plat.

The curve data should be retained on the site plan. The lot size labels in both square feet and acres should be retained on the site plan, or a table should be furnished on the site plan providing the same information.

At least 5-foot rear yard setbacks should be retained on the site plan. As no increased site coverage is proposed as with the previous PUD approval, in order to avoid possible confusion with the 45% maximum site coverage allowed in the remainder of Westhill Subdivision, a note should be placed on the site plan stating that site coverage is limited to 35% maximum site coverage, unless otherwise requested by the applicant.

As a sanitary sewer easement is indicated on the site plan, a note should be required on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder.

A revised PUD site plan should be presented to and approved by Planning and Zoning prior to signing the Final Plat for the subdivision.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

Based on the preceding, and with a waiver of Section 6.B.9. of the Subdivision Regulations, if the Subdivision request is considered for approval, the following conditions could apply:

1. Retention of the current curve data table on the Final Plat;
2. Retention of the lot size labels in both square feet and acres on the Final Plat, or the furnishing of a table on the Final Plat providing the same information;
3. Retention of the 15-foot front yard setback on the Final Plat;
4. Retention of at least the 5-foot side yard setbacks on the Final Plat;
5. Retention of the 8-foot rear yard setbacks on the Final Plat;
6. Placement of a note on the Final Plat stating that site coverage is limited to a maximum of 35%;

7. Placement of a note on the Final Plat stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat;
9. Compliance with all Engineering comments noted in this staff report;
10. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report; and,
12. Compliance with all Fire Department comments noted in this staff report.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

a. Is consistent with all applicable requirements of this Chapter;
b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    2. Includes adequate public facilities and utilities;

e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. Shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

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

a. Is consistent with all applicable requirements of this Chapter;
b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and

screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and

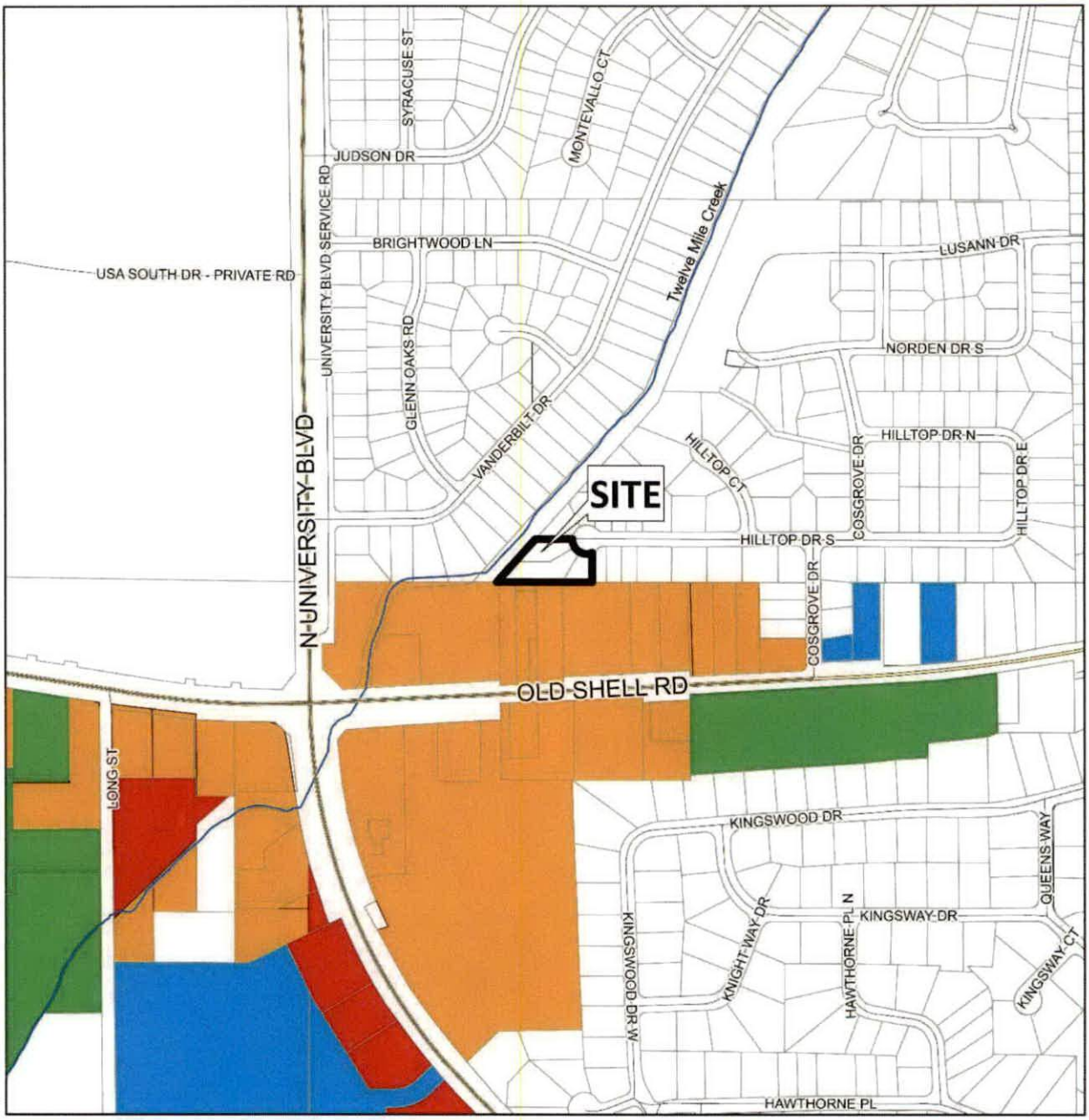
2. Includes adequate public facilities and utilities;

e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. Shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

If approved, the following conditions could apply:

1. Retention of the current curve data table on the site plan;
2. Retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information;
3. Retention of the 15-foot front yard setback on the site plan;
4. Retention of at least the 5-foot side yard setbacks on the site plan;
5. Retention of the 8-foot rear yard setbacks on the site plan;
6. Placement of a note on the site plan stating that site coverage is limited to a maximum of 35%;
7. Placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat for the subdivision;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in this staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in this staff report;
12. Compliance with all Urban Forestry comments noted in this staff report; and,
13. Compliance with all Fire Department comments noted in this staff report.

LOCATOR ZONING MAP



APPLICATION NUMBER 10 DATE April 17, 2025

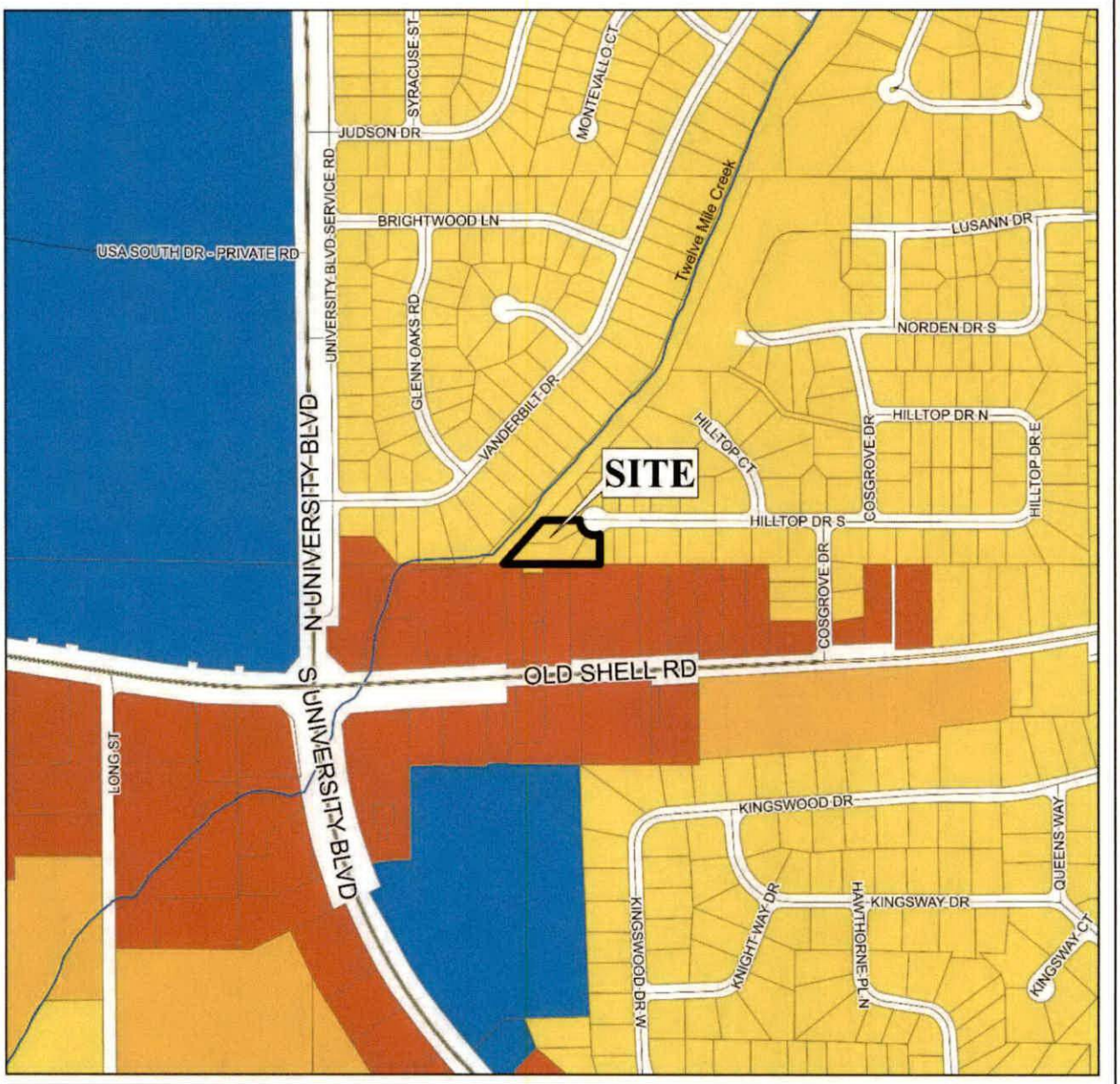
APPLICANT Westhill Subdivision, Resubdivision of Lots 4, 5 & 6

REQUEST Subdivision, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE April 17, 2025

APPLICANT Westhill Subdivision, Resubdivision of Lots 4, 5 & 6

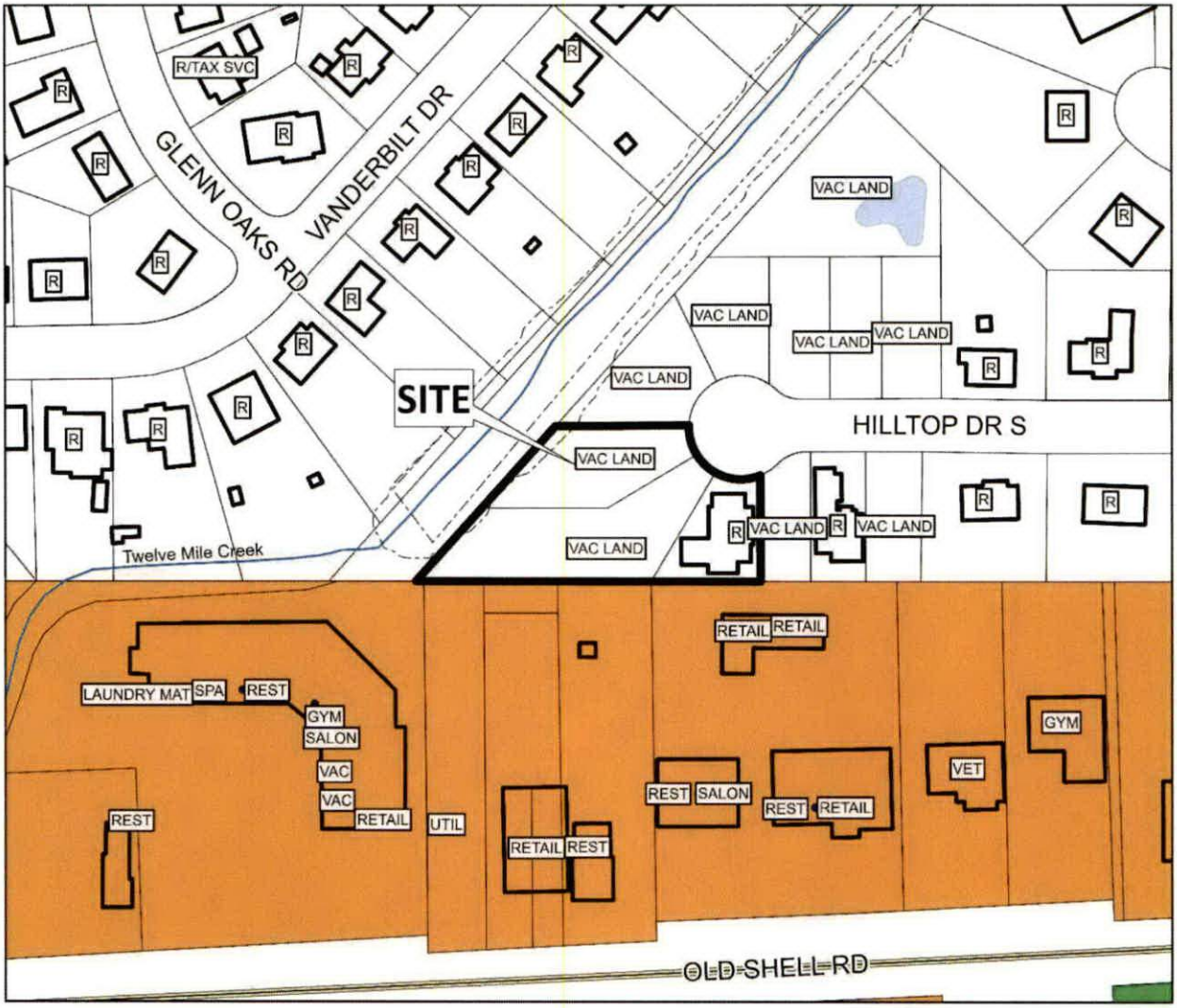
REQUEST Subdivision, PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 10 DATE April 17, 2025

APPLICANT Westhill Subdivision, Resubdivision of Lots 4, 5 & 6

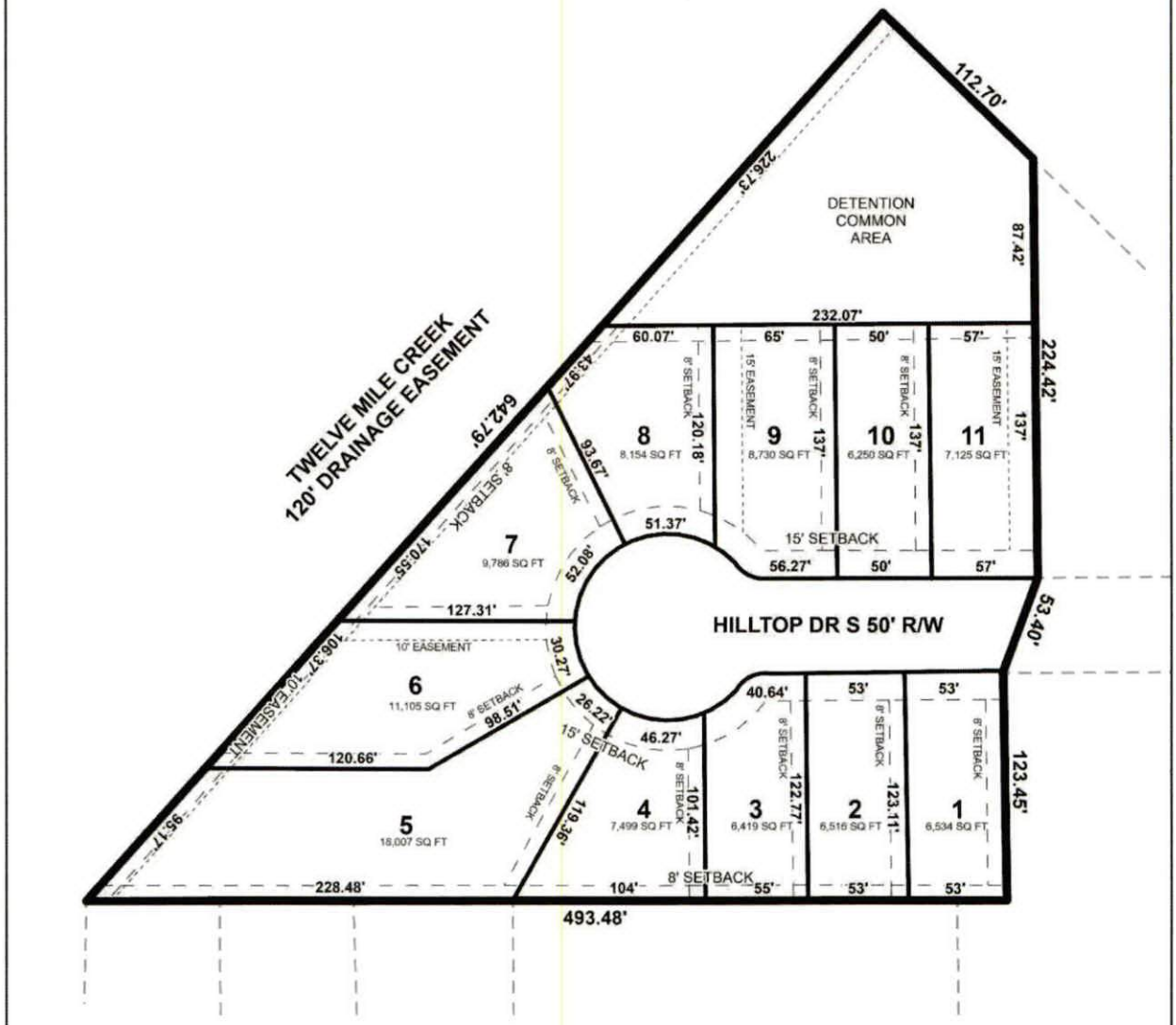
REQUEST Subdivision, PUD Modification

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

N

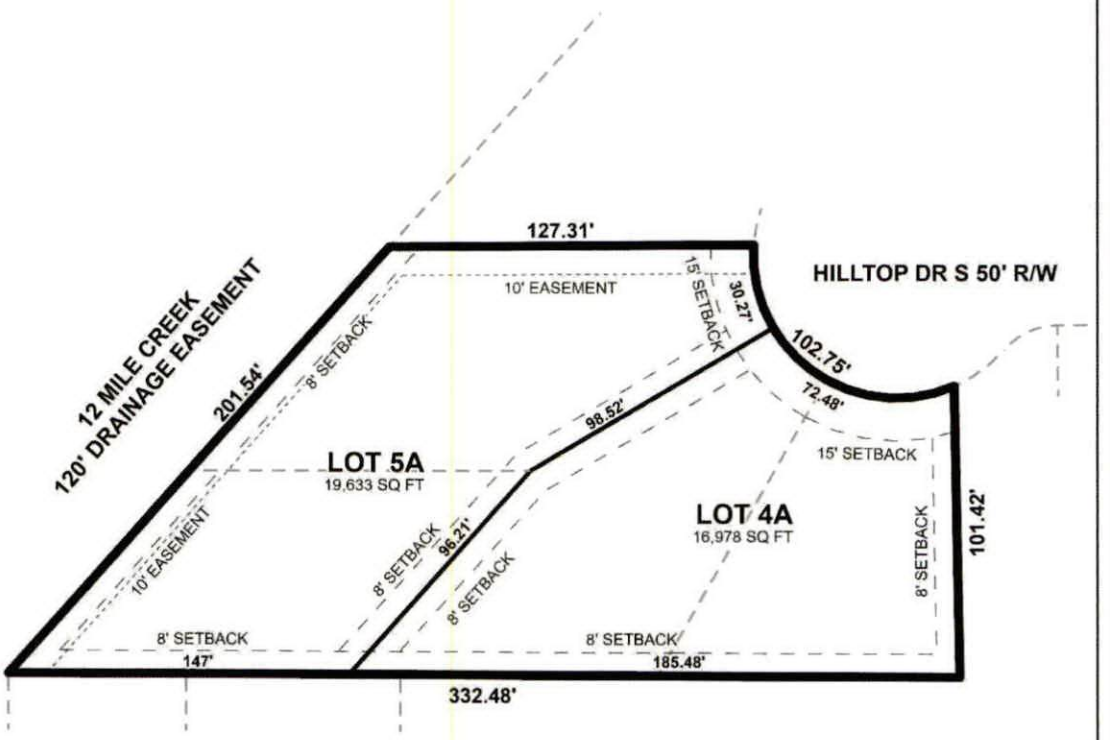
NTS

PREVIOUS PUD SITE PLAN



APPLICATION NUMBER 10 DATE April 17, 2025	N
APPLICANT Westhill Subdivision, Resubdivision of Lots 4, 5 & 6	
REQUEST Subdivision, PUD Modification	NTS

SITE PLAN



The site plan illustrates the proposed subdivision, setbacks, and easements.

APPLICATION NUMBER 10 DATE April 17, 2025 APPLICANT Westhill Subdivision, Resubdivision of Lots 4, 5 & 6 REQUEST Subdivision, PUD Modification	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)

Residential Land Use

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

RESOLUTION

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

Adopted:

_____

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A NON-EMERGENCY MEDICAL TRANSPORT SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Gwendolyn and Darrin Clark to operate a non-emergency medical transport service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on July 22, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Gwendolyn & Darrin Clark for a Certificate of Public Convenience and Necessity to operate a non-emergency medical transport service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Darrin O Clark, individually or on behalf of Lehgacy Transportation LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate: Gwendolyn Clark / Darrin Clark

Mobile Business Address: _____

Telephone: _____ Trade Name (d/b/a): _____

II. Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate SSN: ____

Mobile Residence:

Address City State Zip code

Telephone Number: 2 1 Driver's License #: ____

Residing in Mobile County: Years: 21 yrs Months: _____

U.S. Citizenship: Yes X No _____

I attest, under penalty of perjury that I am:

X A citizen or national of the United States

_____ A lawful permanent resident
(Alien # A_____)

_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. X Other: (please specify) _____

Business Address: _____

(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, and etc.

Name	Title	Address	Amount of Stock Held (if any)
Gwendoly + Darrin Clark			

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)

non-emergency medical transport

Taxicab ☐ Sedan ☐ Shuttle ☐ Horse Drawn Carriage ☐ Other ☒

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? 6 days wk.

How many vehicles (carriages) do you intend to operate? 2

(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: min Van	Year: 2021	Model: Dodge
Make: min Van	Year: 2014	Model: Ford
Make:	Year:	Model:
Make:	Year:	Model:

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Darrin O C lark

Applicant's Signature

NAME OF ENTITY:

Lehgacy Transportation, LLC

By: Gwendolyn / Darrin Clark

Its Owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS

10 **DAY OF** June, 2025

Rashidah Powell

Notary Public

STATE OF ALABAMA NOTARY PUBLIC

RASHIDAH POWELL
My Commission Expires
October 23, 2028

(Applicant; Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Darrin O. Clark

Nickname(s) or Maiden Name: _____

Current Addr_____

Previous Address: _____

Personal Description:

Height: 5'11

Weight: 200

Hair Color: BLK

Eye Color: Bro

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Darrin Clark

Signature

6.10.2025

Date signed

(Applicant; Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Darrin O Clark

Date of Birth: _ ity #: _

Present Address: _____

Home Phone Number: Work Phone Numbe

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Ret.

Present Position/Title: _____

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Darrin C Clark — **Signature**

10.10.25 — **Date Signed**

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

   LEHGACY TRANSPORTATION LLC

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. The name of the registered agent (only one agent): GWENDOLYN CLARK

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

   5019 PRESLEY BL EIGHT MILE, AL 36613

   *COUNTY of above address: MOBILE

   Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State

001-173-739 DLL

Date	02/03/2025
Time	13:57:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

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

☐ Series LLC complying with Title 10A, Chapter 5A, Article 11

☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8

☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
The undersigned specify 2 / 3 / 2025 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 01 : 57 ☐ AM or ☑ PM. (cannot be noon or midnight – 12:00)

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

2 / 3 / 2025
Date (MM/DD/YYYY)

GWENDOLYN CLARK
Signature as required by 10A-5A-2.04

CEO
Typed title (organizer or attorney-in-fact)

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

Additional Details

Organizers

Organizer	Street Address	Mailing Address
DARRIN CLARK		

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

LEHGACY TRANSPORTATION LLC

This name reservation is for the exclusive use of GWENDOLYN CLARK, 5019 PRESLEY BL, EIGHT MILE, AL 36613 for a period of one year beginning February 03, 2025 and expiring February 03, 2026

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

February 03, 2025

Date

RES199908

Wes Allen **Secretary of State**

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

Date of this notice: 02-03-2025

Employer Identification Number:
33-3199282

Form: SS-4

Number of this notice: CP 575 G

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

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

LEHGACY TRANSPORTATION LLC
GWENDOLYN CLARK SOLE MBR

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 33-3199282. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

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

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

(IRS USE ONLY) 575G 02-03-2025 LEHG 0 9999999999 SS-4

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is LEHG. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records. CP 575 G (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 G

9999999999

Your Telephone Number Best Time to Call

( ) -

DATE OF THIS NOTICE: 02-03-2025
EMPLOYER IDENTIFICATION NUMBER: 33-3199282
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

LEHGACY TRANSPORTATION LLC
GWENDOLYN CLARK SOLE MBR

From:	cityofmobile@forms.dwdgo.net
To:	City Clerk
Subject:	CityofMobile.org: Addressing City Council Submission
Date:	Tuesday, July 8, 2025 2:27:42 PM

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

Name: Cynthia A Duggar

Date To Address Council: 2025-07-15

Address: 19 Hurbert St.

Email: cgaspelin@outlook.com

Phone: 2512329623

Subject And Specific Questions: Progress of New Dog Shelter and TNR help for stray cats/kittens. Affordable spay/neuter cost.

Pertain To City Business: The stray dogs and cats are a serious problem that needs to be addressed if we want our city to prosper. It is a reflection on our city when tourist walk/ride through our city and see so many stray dogs and cats. It seems as if we don't care about them and or that we don't have enough control of our citizens to take care of this problem. I have solutions.

Signature: Cynthia A. Duggar

Signature Verify: X

Agree: X

Date Submitted: 2025-07-08 14:27:22

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

From: City Clerk
To: Gauthier, Lana
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Wednesday, July 16, 2025 9:33:06 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Wednesday, July 16, 2025 9:32 AM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Tremayne Williams
Date To Address Council: 2025-07-22
Address: 208 Dauphin st
Email: tre.wll4u@gmail.com
Phone: 800-479-5554
Subject And Specific Questions: Speak on the Crescent Theater
Pertain To City Business: Tax payer
Signature: Tre Williams
Signature Verify: X
Agree: X
Date Submitted: 2025-07-16 09:32:04

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

From: City Clerk
To: Gauthier, Lana
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Wednesday, July 16, 2025 9:32:12 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Wednesday, July 16, 2025 9:31 AM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Sabrina Mass
Date To Address Council: 2025-07-22
Address: 1050 Belvedere Circle West
Email: texast750@gmail.com
Phone: 251 656 4049
Subject And Specific Questions: Crescent Theatre acknowledgement to the owner Tre Williams and operator and the success in reopening the historic creascent.
Pertain To City Business: Taxpayer
Signature: Sabrina Mass
Signature Verify: X
Agree: X
Date Submitted: 2025-07-16 09:31:17

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

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed 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 synopsized 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

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 synopsized 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

BPG | Burton PROPERTY GROUP

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

Missty C. Gray
Staff Attorney
Direct Dial: 251-380-7230
Email: missty@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,

Missty 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.

PLANNING AND ZONING
29 MAY 2025 PM3:23

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 Sheips 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 Sheips 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

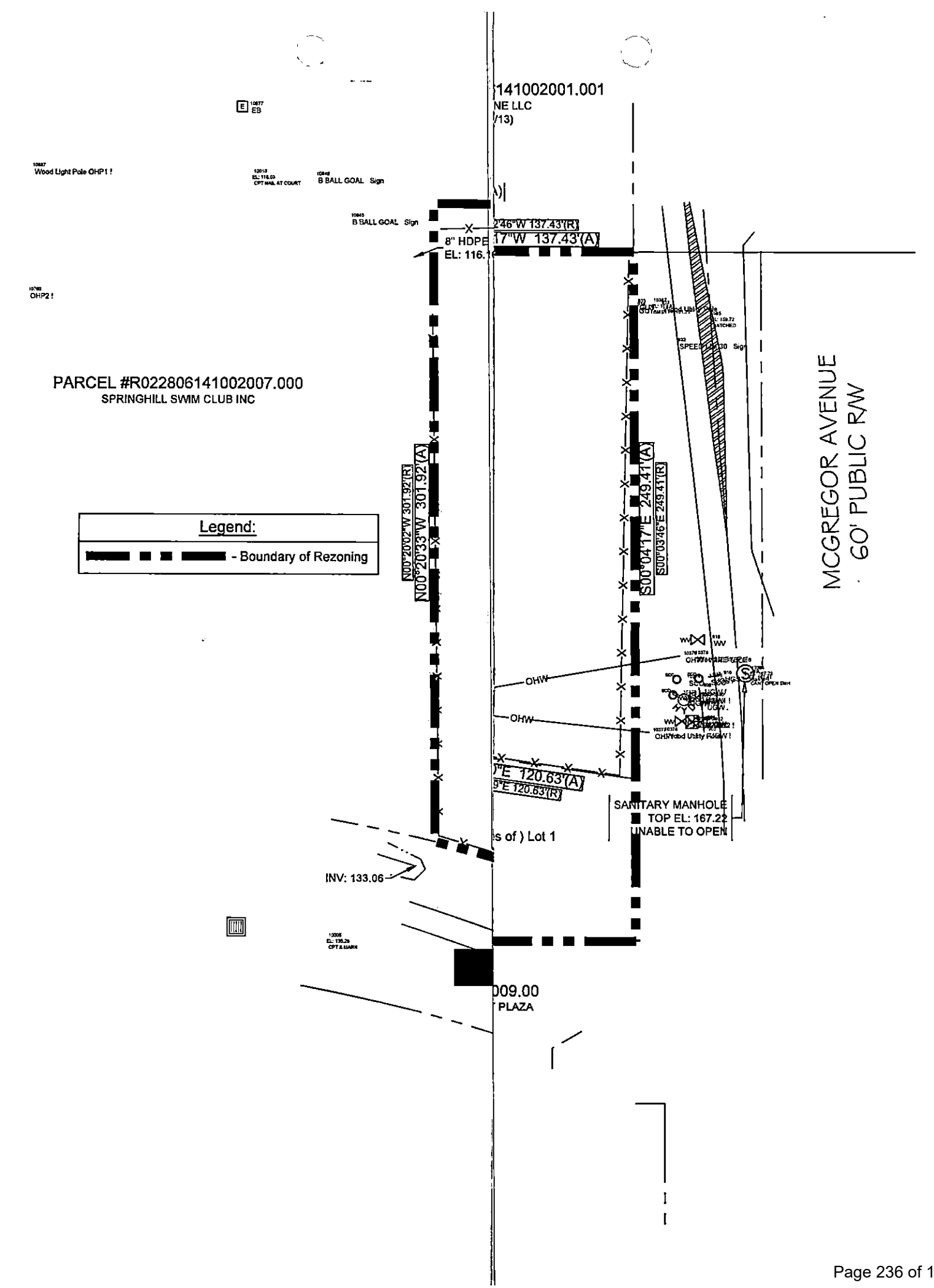
Justine Bixler
jtherlihy@gmail.com
233 Woodhill Dr
2025-04-15 17:42:11

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.


141002001.001
NE LLC
/13)
Wood Light Pole OHP1 !
B BALL GOAL Sign
B BALL GOAL Sign
OHP2 !
PARCEL #R022806141002007.000
SPRINGHILL SWIM CLUB INC
Legend:
- Boundary of Rezoning
N00°20'02"W 301.92'(R)
N00°20'33"W 301.92'(A)
S00°04'17"E 249.41'(A)
S00°03'46"E 249.41'(R)
MCGREGOR AVENUE
60' PUBLIC R/W
OHW
OHW
OHW Wood Utility Pole W !
E 120.63'(A)
E 120.63'(R)
SANITARY MANHOLE
TOP EL: 167.22
UNABLE TO OPEN
s of) Lot 1
INV: 133.06
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:	Philip Burton	
Firm:	Burton Property Group, LLC	
Phone:	251-341-5777	
Email:	philip@burtonprop.com	
Address:	41 W. I-65 Service Rd. N, Ste 310, Mobile, AL 36608	

	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.
Property Address

4.33 ac. +/- (720) .24 ac. (700)
Property Area (acres or square feet)

R022806141002009.001 (720) R022806141002009 (700)
Parcel Number(s) or Key Number(s)

*legal descriptions attached

R-1
Present Zoning or Transect District

B-2
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 X 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 Clerk
Owner Signature CITY OF Mobile

3/17/25
Date

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.

Applicant or Agent Signature

3/17/25
Date

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

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A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. 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

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

3. 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.

4. 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.

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 occupies 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?

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).

City of Mobile • Planning & Zoning

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 — Kathy Sherman

Signature — Print

3/17/2025 — Applicant/Burton Property Group, LLC

Date — 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: 4/1/2025

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

_____

_____

Neighborhood Meeting Date: 3/25/2025

Neighborhood Meeting Time: 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 of referenced at the meeting
- ___ Additional documents (Describe: _____ _____)

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

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

X Philip Burton Date: 4/1/2025

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

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
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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

Burton Property Group
Mobile, AL 36608

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 Scottwell Ln. Phone: _____

Name: DANIEL REIMER Email: daniel.reimer@gmail.com

Address: 3763 Mordecai Ln Phone: 251-716-6700

Name: Greg Wilhelm Email: gmwilhelm@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 9634

Name: Eddie L. Washington Email: EdeejDW68@yahoo.com
Address: Phone: 251 604-6409

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

Name: Cardine Lamberth Email: lamberthcardine@gmail.com
Address: 4212 Bit + Spur Rd #8 Phone: —

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

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

Name: Roosevelt Edwards Email: roosevelt.edwards@gmail.com
Address: 3769 Sheips Lane Phone: 7034743482

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

Name: MELISSA SHERIDAN Email: mecartier11@gmail.com
Address: 3961 SPRINGHILL Phone: 251-610-8888

Page 2 of ~~10~~ 7

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: 630 TUTHILL LN Phone: 251-454-2383

Name: Sam St. John Linda St. John Email: linda@logicalus.com
Address: 320 Avalon St Phone: 251-209-6111

Name: Lynn Little Email: ljhllawyer@aol.com
Address: 161 A N. McGregor Av Phone: 251-533-5405

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

Name: Steve Gordon Email: Steve.Gordon@vertexenergy.com
Address: 3451 Stein Ave Phone: 251-3794347

Name: Gary Jackson Email: GJack45819@Verizon.net
Address: 3802 Springhill Ave Phone: 703-980-0735

Name: Melva Jackson Email: MDJackson@Verizon.net
Address: 3802 Springhill 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 Mordecai 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 Sheips Ln Phone: 251 689 2267

Name: Mark Sheridan Email: Sheridanhomebuilders@gmail.com
Address: ~~[illegible]~~ 3961 Springhill Ave Phone: (251) 581-3330

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

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

Name: Abe Bodet Email: cabodet@msn.com
Address: 115 Myrtlewood Phone:

Name: James Shreve Email:
Address: 305 dog wood lane Phone:

Name: Lebbie Stephens Email: INFO@adventurespecialties.net
Address: 628 Tuttle Lane Phone:
Mount Ae 36608

Name: Kat David Inge Email:
Address: 97 Tuthill 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: _____

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: Kitty York Email: yorkbat@gmail.com
Address: 3707 Mordeca. Lane Phone: (251)689-2599

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

Name: GENIE Blough Email: gblough@bellsouth.net
Address: 373 Tuthill 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: JHMCDONALDLAW@ATT.NET
Address: 4350 THE CEDARS Phone:

Name: Gayle Ziemann Email:
Address: 4 N Spring Bank Rd Phone:

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

Name: Kelley Lambeth Email: edwin-kelley@mindspring.com
Address: 374 Tuthill Ln. Phone: 251.545.6355

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 Greysway Phone: (251) 455-4959

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 Sheips Ln Phone: _____

Name: Barkley Shreve Email: _____
Address: 118 Mykenwood Phone: _____

Name: Bernadette Robinson 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:

_____ **Date:** 4/1/2025

Philip Burton, Burton Property Group, LLC

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.

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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

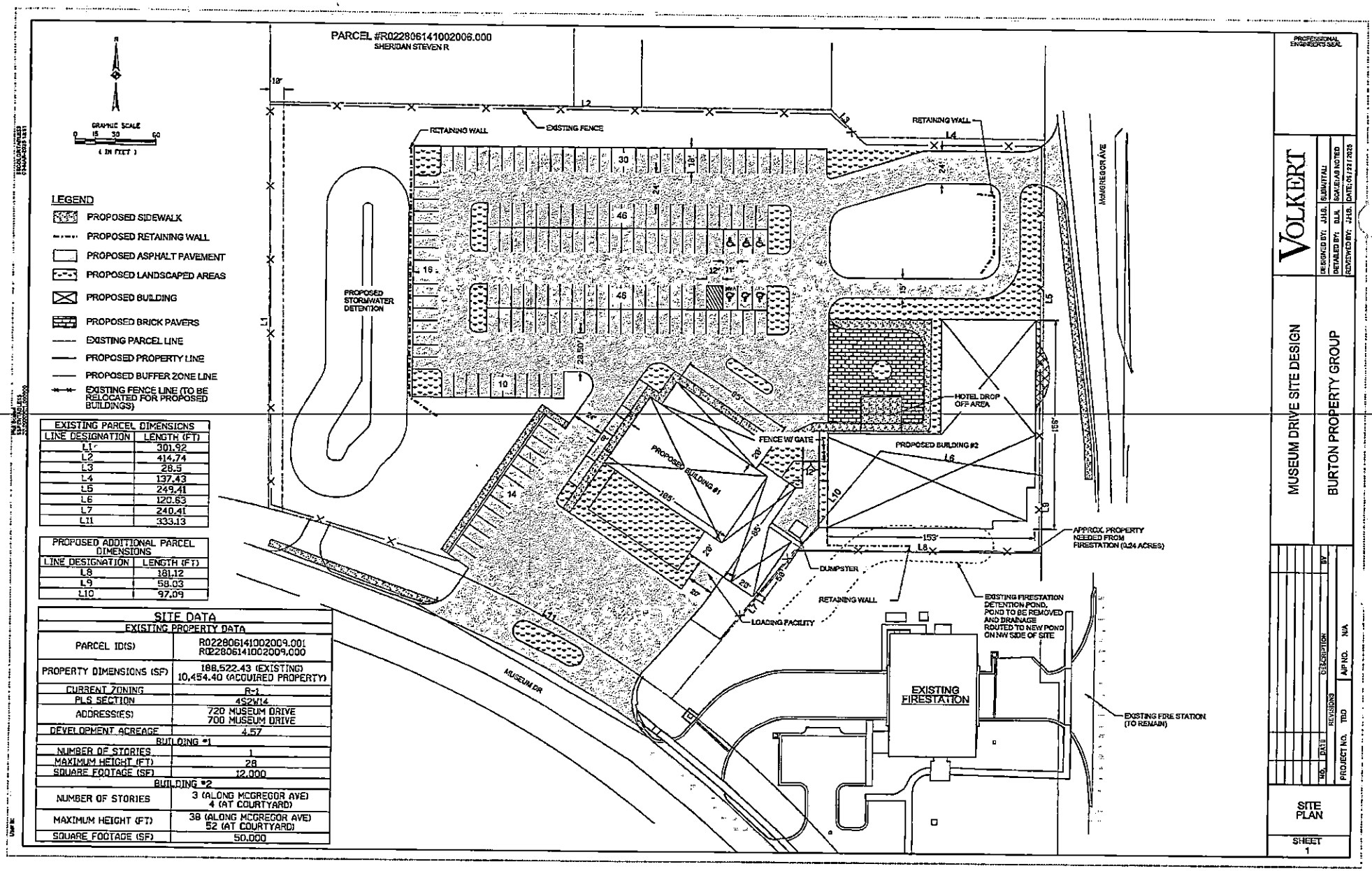
Neighborhood Meeting Proceedings:

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.



EXISTING PARCEL DIMENSIONS	
LINE DESIGNATION	LENGTH (FT)
L1	301.92
L2	414.74
L3	28.5
L4	137.43
L5	249.41
L6	120.63
L7	240.41
L11	333.13

PROPOSED ADDITIONAL PARCEL DIMENSIONS	
LINE DESIGNATION	LENGTH (FT)
L8	181.12
L9	58.03
L10	97.09

SITE DATA	
EXISTING PROPERTY DATA	
PARCEL ID(S)	R022806141002009.001 R022806141002009.000
PROPERTY DIMENSIONS (SF)	188,522.43 (EXISTING) 10,454.40 (ACQUIRED PROPERTY)
CURRENT ZONING	R-1
PLS SECTION	4S2W14
ADDRESS(ES)	720 MUSEUM DRIVE 700 MUSEUM DRIVE
DEVELOPMENT ACREAGE	4.57
BUILDING #1	
NUMBER OF STORIES	1
MAXIMUM HEIGHT (FT)	28
SQUARE FOOTAGE (SF)	12,000
BUILDING #2	
NUMBER OF STORIES	3 (ALONG MCGREGOR AVE) 4 (AT COURTYARD)
MAXIMUM HEIGHT (FT)	38 (ALONG MCGREGOR AVE) 52 (AT COURTYARD)
SQUARE FOOTAGE (SF)	50,000

PROFESSIONAL ENGINEER'S SEAL

VOLKERT

DESIGNED BY: J.H.S. SUBMITTAL
DETAILED BY: E.L.K. NOT USE/AS NOTED
REVIEWED BY: J.H.S. DATE: 01/27/2025

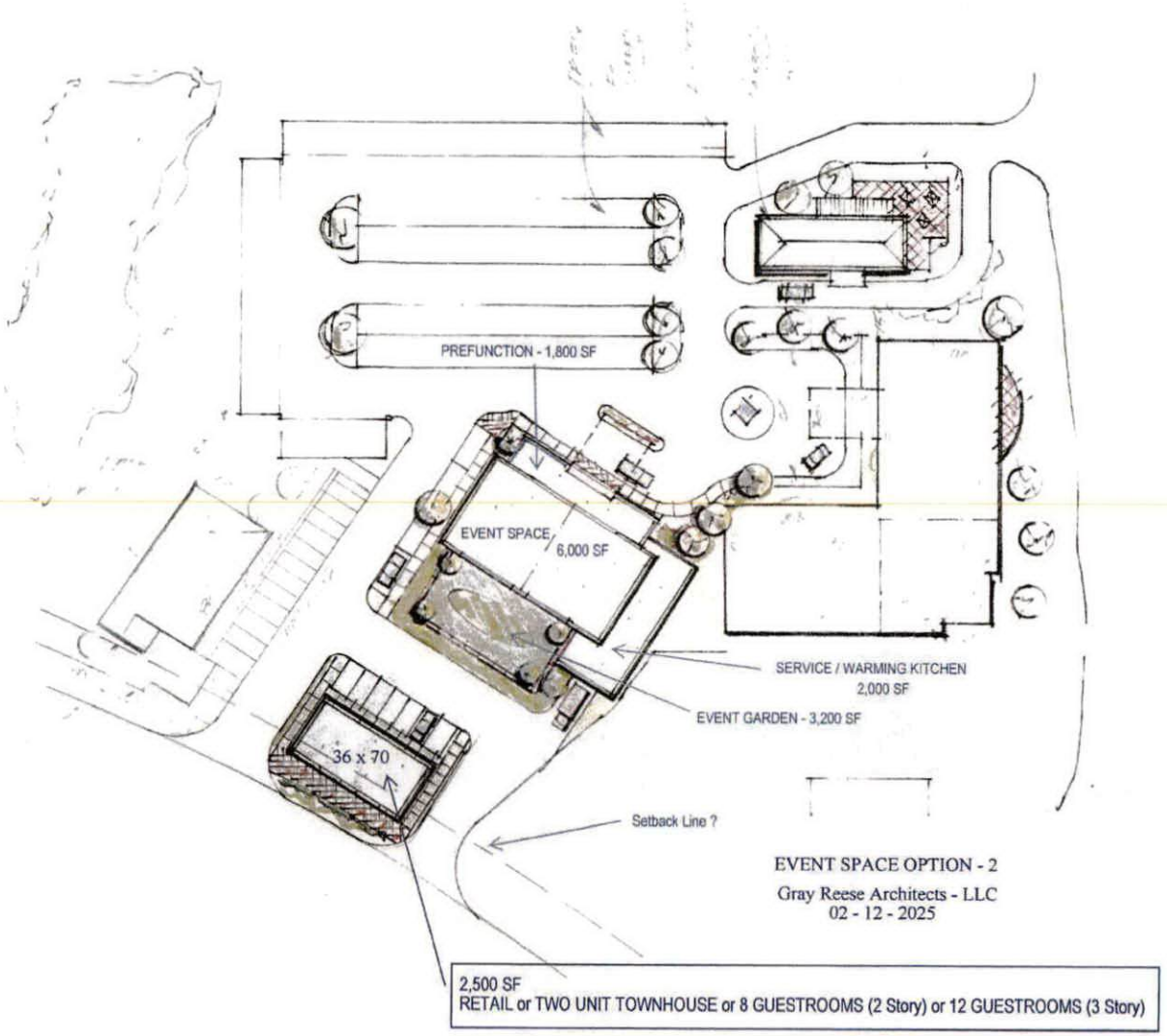
MUSEUM DRIVE SITE DESIGN

BURTON PROPERTY GROUP

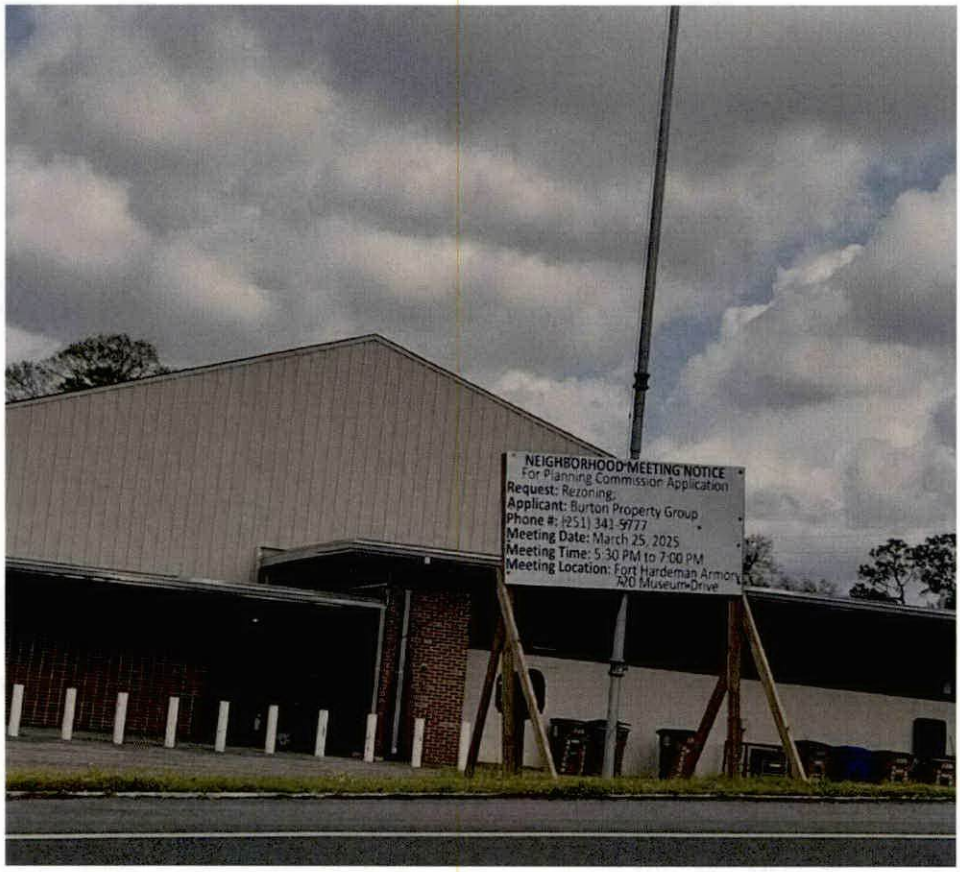
NO.	DATE	REVISIONS	DESCRIPTION	BY
PROJECT NO.	TBD		APP NO.	N/A

SITE PLAN

SHEET 1


PREFUNCTION - 1,800 SF
EVENT SPACE
6,000 SF
SERVICE / WARMING KITCHEN
2,000 SF
EVENT GARDEN - 3,200 SF
36 x 70
Setback Line ?
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)

VOLKERT



Add a Caption

Thursday • Mar 13, 2025 • 1:11 PM Adjust

IMG_4096

Apple iPhone 13 Pro Max HEIF

Wide Camera — 26 mm ƒ1.5

10 MP • 3670 × 2752 • 1 MB

ISO50 | 60mm | 0ev | ƒ1.5 | 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 ƒ2.8

12 MP • 3024 × 4032 • 2.4 MB

ISO32 | 179mm | 0ev | ƒ2.8 | 1/669s

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MOBILE, AL 36608

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

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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

Planning Commission
April 17, 2025

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

APPLICANT Phillip Burton, Burton Property Group, LLC

REQUEST Rezoning from R-1 to B-2

N

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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 Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

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

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

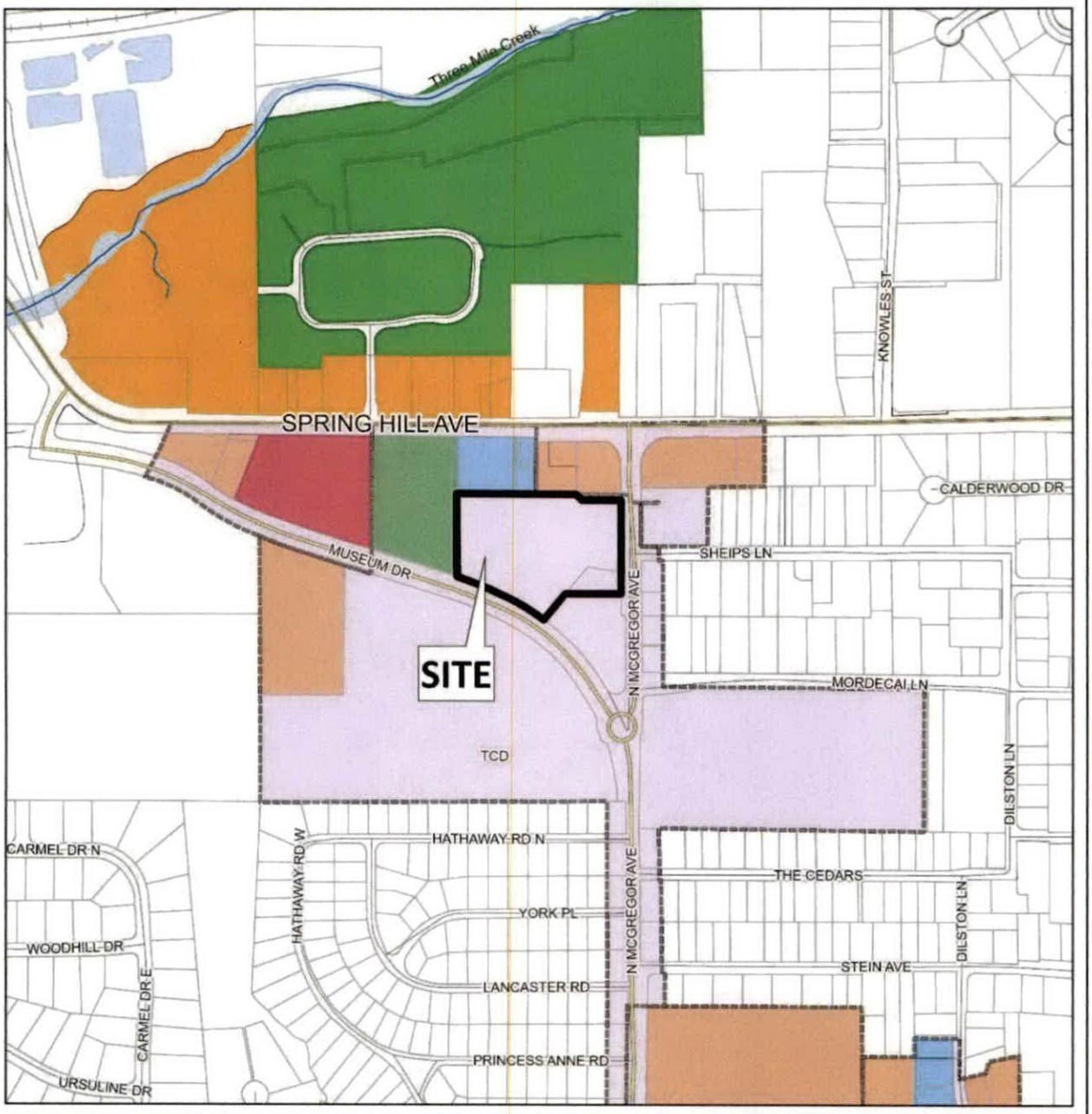
A. Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
B. Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
C. Compatibility. Whether the proposed amendment is compatible with:
    - The current development trends, if any,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

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

Considerations:

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

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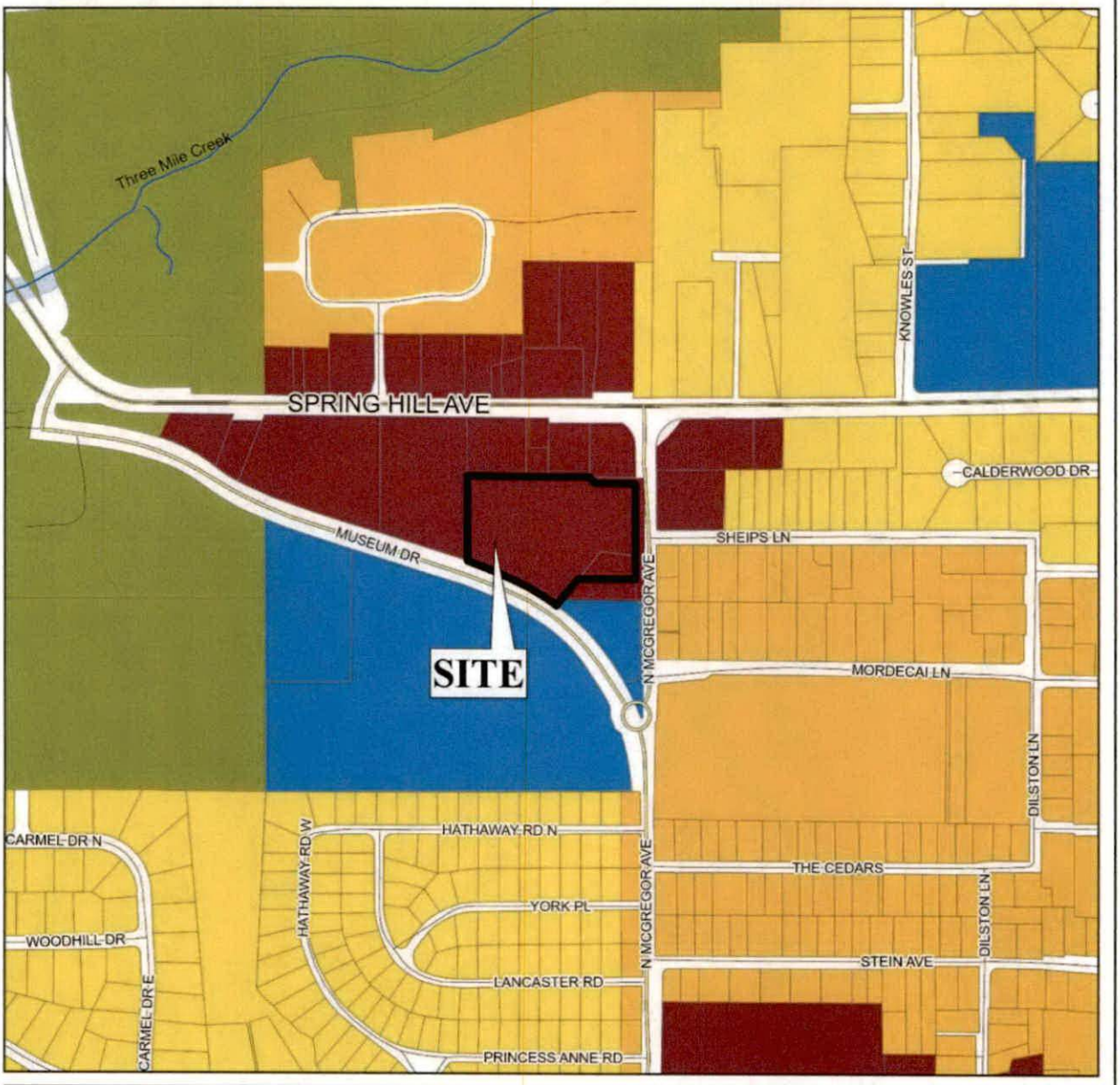
NTS

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

N

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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

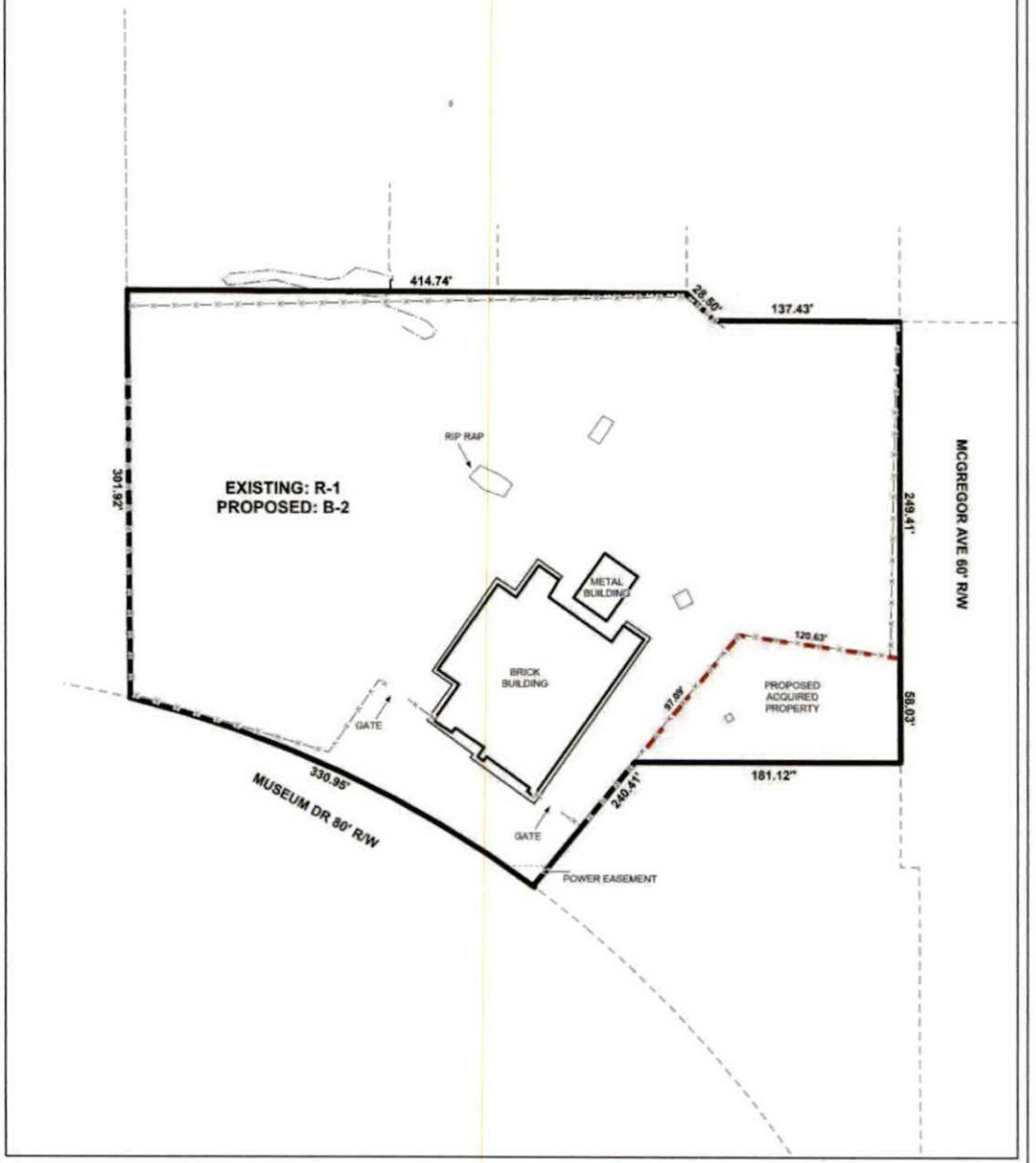
REQUEST Rezoning from R-1 to B-2

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	

N

NTS

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.).

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: July 22, 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:
Lana Gauthier
Lana Gauthier

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:

_____

_____

R E S O L U T I O N

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
25763	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	(294963) EMERGENCY EQUIPMENT PROFESSIONAL, INC

Adopted:

_____

City Clerk

Bill To	Requisition 00025763-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	MUNICIPAL GARAGE ATTN: SEAN
6441 HWY 51 NORTH	770 GAYLE STREET
	MOBILE, AL 36604
HORN LAKE, MS 38637	SEAN.CLARK@CITYOFMOBILE.ORG
USA	
Tel#205-685-8200	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	Requisition 00025763-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1522.1510.0000.0000.45040. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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

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	

Bill To	Requisition 00025763-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	MUNICIPAL GARAGE ATTN: SEAN
6441 HWY 51 NORTH	770 GAYLE STREET
	MOBILE, AL 36604
HORN LAKE, MS 38637	SEAN.CLARK@CITYOFMOBILE.ORG
USA	
Tel#205-685-8200	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

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.

View Contacts

View Documents

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, Surveilance, 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, Surveilance, 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	Sequioa	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 Freighliner M2 106 Chassis, L9 300 HP, 16' Extruded Aluminum Non Walk-In Rescue Body	M2 Non Walk-In Rescue	E-One	5%
2-Door Freighliner M2 106 Chassis, L9 300 HP, 16' Extruded Aluminum Walk-In Rescue Body	M2 Walk-In Rescue	E-One	5%
2-Door Freighliner M2 106 Chassis, L9 300 HP, Extruded Aluminum Body, 780 Gallon Tank, 1250 GPM Pump	M2 Pumper	E-One	5%
2-Door Freighliner M2 106 Chassis, L9 330 HP Extruded Aluminum Body, 2030 Gallon Tank, 1250 GPM Pump	M2 2-Door Tanker	E-One	5%
2-Door Freighliner M2 106 Chassis, L9 330 HP, Stainles Steel Wet Side Tanker Body, 2000 Gallon Tank, 500 GPM Pump	M2 2000 Wet Side Tanker	E-One	5%
2-Door Freighliner M2 106 Tandem Axle Chassis, L9 330 HP, Stainles 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 T anker 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 T anker 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) - Red 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-feet 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%

Runners. Black white graphics. Shipping: Add $750 per unit to the Net price after discount.			
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	FREIGHTLINER M2 106	ROSENBAUER	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 Alxe (TDA), EXT Extruded Aluminum Body, 100' Tiller Aerial with Aerial Waterway	COMMANDER	ROSENBAUER MN	10%
4-Door Custom Cab-Chassis, Single Rear Alxe (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	Emergency	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 1000 Tank, Bumper Body, Roll Up Doors, Seating for 6	CFA-CUSTOM-P	Custom Fire Apparatus, Inc.	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, XMFD 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, Freighliner 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 INTERTCEPTOR 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 AluminumRescue 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 Flabed, 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 MCV100MC 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 MCV100MC 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 comparments	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	FS23OA01 - 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 ANS 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%
Freighliner 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, 2000 Gallons of	D-3 Commercial	Seagrave 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%

Product Information

Product Description
Enforcer Pumper 750 tank, 1500 pump 1023

Manufacturer
Pierce

Product Code
23P-105

Contract
FS12-23 Fire Apparatus and Related Vehicles

Contract Category
General Purpose, Emergency & Autonomous Vehicles

Price
$1,010,058.00

Discount
5%

Keyword(s)
Enforcer Pumper 750 tank

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

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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,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: July 22, 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:
Lana Gauthier
Lana Gauthier

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:

R E S O L U T I O N

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
26784	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	(273592) KONE, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00026784-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
KONE INC	BUILDING SERVICES
30604 SGT. E. I. BOOTS THOMAS	205 GOVERNMENT STREET
	5TH FL S TOWER RM 542 & 543
	MOBILE, AL 36644
SPANISH FORT, AL 36527	KATIE.CASSIL@CITYOFMOBILE.ORG
Tel#251-661-7522	Delivery Reference
Fax 251-661-7516	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
	1 2000.80.00.0000.0000.0000.0000.0000.42140. E C0481 .NONCONTRCT. .			164042.49

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	Requisition 00026784-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.42140. Review: Buyer: Status: Released Page 2

Vendor	Ship To
KONE INC 30604 SGT. E. I. BOOTS THOMAS SPANISH FORT, AL 36527 Tel#251-661-7522 Fax 251-661-7516	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
2000.80.00.0000.0000.0000.0000.0000.42140.	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	Requisition 00026784-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
KONE INC	BUILDING SERVICES
30604 SGT. E. I. BOOTS THOMAS	205 GOVERNMENT STREET
	5TH FL S TOWER RM 542 & 543
	MOBILE, AL 36644
SPANISH FORT, AL 36527	KATIE.CASSIL@CITYOFMOBILE.ORG
Tel#251-661-7522	Delivery Reference
Fax 251-661-7516	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

OMNIA PARTNERS

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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.

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

Click Your Industry

- Education | Government
- Nonprofit
- Corporate | Enterprise
- Real Estate
- Private Equity

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**

City of Kansas City, MO | EV2516

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

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

SOLUTIONS
Contract Offerings
OPUS
Data & Spend Analytics
Industry Experts

ABOUT US
RESOURCES
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OMNIA® PARTNERS

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

BECOME A MEMBER

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

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

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

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

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

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

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

MOBILE
ALABAMA

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.p

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

NAME	ORGANIZATION	PHONE	FAX	CELL PHONE	E-MAIL
MARK THOMAS	CITY OF MOBILE	251-208-7519		251-209-3812	thomasm@cityofmobile.org
ORSOLA NELSON	CITY OF MOBILE	251 208-6047		251-800-1732	orsola.nelson@cityofmobile.org
Kerry Dupree	KONE	251-234-8105		251-234-8105	kerry.dupree@kone.com
Roger Cook	COM- Supplier Diversity	251-208-7602			roger.cook@cityofmobile.org
Hunter Ziegler	Diversified	334-657-5946			hunter@diversifiedelevator.net via meeting

21-738 **2023**

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 $ 361,836.00 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 – 1st Additional Term:	$ 120,516.00
Year 3 – 2nd 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. Sumpson
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
Sworn to and subscribed for me this 23rd day of May 2023.

NOTARY PUBLIC
My Commission Expires 9-29-2024

VICKI L. BUSHEY
MY COMMISSION EXPIRES
SEPTEMBER 29, 2024
NOTARY PUBLIC
STATE OF ALABAMA

END OF SECTION

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. <u>Escalators</u>

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 inoperable 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) **[X] (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 – 1st Additional Term:	$120,516.00
Year 3 - 2nd 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	Year2-Total	Year3-Monthly	Year3-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	$4224.00	$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: Infirmary Health
Company Address: 1700 Springhill Ave Mobile Al 36607
Telephone: 251-458-3076 Email: JR Smith <jr.smith@infirmaryhealth.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: 2514-460-5227 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 –Thomasm@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

_____
Notary Public

VICKI L. BUSHEY
MY COMMISSION EXPIRES
SEPTEMBER 29, 2024
NOTARY PUBLIC
STATE OF ALABAMA

END OF SECTION

BILLING BREAKDOWN SC-019-23

ELEVATORS & ESCALATORS SERVICE & PREVENTATIVE MAINTENANCE

3-YEAR SERVICE CONTRACT W/ KONE INC.

FACILITY	2023-2024 YEAR ONE	2024-2025 YEAR TWO	2025-2026 YEAR THREE	TOTAL CONTRACT
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	Inclinator	21170	150	2	2,500
					Elevator	Inclinator	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	Inclinator	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

E-Verify

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: 40635
Client Company ID Number: 327983

Approved by:

Employer Kong, Inc.

Michael	DeCicco	Dir, HR Sys + Org Dev
Name (Please Type or Print)		Title
Michael DeCicco		5-17-10
Signature		Date

Designated Agent Lav ogix Group, Inc.

Ronnie Ho		
Name (Please Type or Print)		Title
Electronically Signed		05/17/2010
Signature		Date

Department of Homela d Security – Verification Division

Rebecca	K Green	Deputy Branch Chief/E-Verify
Name (Please Type or Print)		Title
Rebecca K Green		5-17-10
Signature		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, No, Ext): 866-283-7122 FAX (A/C, No): 800-363-0105
E-MAIL ADDRESS: Acs.chicago@aon.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B : Pohjola Insurance Ltd.	N/A
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
KONE Inc.
Attn: insurancerequests@kone.com
One KONE Court
Moline IL 61265

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY	✓	✓	MWZY 57732	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 10,000,000
	CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 10,000,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	POLICY ✓ PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 10,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	✓	✓	MWTB 20018	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	✓ 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)	$
								$
B	UMBRELLA LIAB ✓ OCCUR	✓	✓	16-683-331-6	1/1/2023	12/31/2023	EACH OCCURRENCE	$ 5,000,000
	✓ EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		✓	MWC 115397 15 (AOS)	1/1/2023	1/1/2024	✓ PER STATUTE / OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N N/A			MWXS 822 15 (OH)	1/1/2023	1/1/2024	E.L. EACH ACCIDENT	$ 5,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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 addtional 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

City Of Mobile
PO Box 1827
Mobile AL 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Aon Risk Services Central, Inc.

Aon Risk Services Central, Inc.

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AGENCY CUSTOMER ID: 000-U S

LOC #:

ADDITIONAL REMARKS SCHEDULE

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.

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ADDENDUM

This certificate cancels and supersedes ALL previously issued certificates.

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. Not withstanding 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".

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74397946 | 000 U S | 23/24 GL AU XS WC (OT Policy Schedule) | Kim Thompson | 5/16/2023 9:30:46 AM (CST) | Page 4 of 13
This certificate cancels and supersedes ALL previously issued certificates.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
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.

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74397946 | 000-U.S. | 23/24 GL AU XS WC (OT Policy Schedule) | Kim Thompson | 5/16/2023 9:30:46 AM (CST) | Page 6 of 13
This certificate cancels and supersedes ALL previously issued certificates.

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.

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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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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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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

Pohjola Insurance

Extensions to KONE OYJ'S Global Liability Insurance conditions

EXTENSION 1: ADDITIONAL INSUREDS
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.

Pohjola Insurance

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.

Pohjola Insurance

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, it's 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 Property Damage	$1,000,000 combined single limit

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 22, 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:
Lana Gauthier
Lana Gauthier

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:

R E S O L U T I O N

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
27072	2025	(F7000) MOTOR POOL	THREE 2025 OR NEWER FORD BRONCO SPORT BIG BEND 4WD SUVS FOR MPRD (AL STATE CONTRACT)	$93,190.50	(290649) LONG LEWIS FORD OF THE SHOALS, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00027072-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.20.2030.2025.2005.0000.0000.45040. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	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
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, INTELIGENT ACCESS PUSH START, 12.3"	3.00 EACH	30325.50000	90976.50

Bill To	Requisition 00027072-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.20.2030.2025.2005.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
LONG LEWIS FORD OF THE SHOALS, INC	MOTOR POOL - ATTN: ADAM LYNN
2800 WOODWARD AVE	770 GAYLE STREET
	MOBILE, AL 36604
MUSCLE SHOALS, AL 35661	AGEET@CITYOFMOBILE.ORG
Tel#256-386-7800	Delivery Reference
Fax 256-263-4613	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
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, INTELIGENT ACCESS PUSH START, 12.3" INSTRUMENT CLUSTER DISPLAY, SYNC 4 W/13.2" LCD CAPACITIVE TOUCHSCREEN IN CENTER STACK W/SWIPE

Bill To	Requisition 00027072-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.50.20.2030.2025.2005.0000.0000.45040.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer:
	Status: Approved Page 3

Vendor	Ship To
LONG LEWIS FORD OF THE SHOALS, INC	MOTOR POOL - ATTN: ADAM LYNN
2800 WOODWARD AVE	770 GAYLE STREET
	MOBILE, AL 36604
MUSCLE SHOALS, AL 35661	AGEET@CITYOFMOBILE.ORG
Tel#256-386-7800	Delivery Reference
Fax 256-263-4613	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
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
	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
	Vendor Item Inventory Item/Loc 14009			
1	1000.50.20.2030.2025.2005.0000.0000.45040.			2214.00

Bill To	Requisition 00027072-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.20.2030.2025.2005.0000.0000.45040. Review: Buyer: Status: Approved Page 4

Vendor	Ship To
LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	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
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

Bill To	Requisition 00027072-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.20.2030.2025.2005.0000.0000.45040. Review: Buyer: Status: Approved Page 5

Vendor	Ship To
LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	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
07/08/25	290649				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	07/10/25	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	07/10/25	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	07/10/25	JOHNNIE HARRUB		Auto approved by: 9105paij	
	Approved	07/10/25	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	07/10/25	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	07/10/25	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Ford Fleet T191 Long Lewis Shoals

Type
Master Agreement

Supplier
Long-Lewis Of The Shoals Inc

Contract Code
MA220000003123

Linked Solicitation
Ford Fleet T191 -Bid-

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 22, 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:
Lana Gauthier
Lana Gauthier

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%

R E S O L U T I O N

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
27077	2025	(F7000) MOTOR POOL	2025 FORD F250 EXTENDED CAP PICKUP TRUCK WITH UTILITY BODY FOR FACILITIES MAINTENANCE (SEALED BID 5950)	$61,193.00	(208560) TRUCK EQUIPMENT SALES INC

Adopted:

_____

City Clerk

Bill To	Requisition 00027077-00 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 1

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: ADAM LYNN
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.ORG
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	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	1.00 EACH	61193.00000	61193.00

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	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	Requisition 00027077-00 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 2

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: ADAM LYNN
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.ORG
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	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

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd 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 Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
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 _____					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION 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.	____	____
2. Floor - The floor plate is to be constructed of a minimum 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.	____	____
3. Understructure - Cross sills are to be constructed from 11-gauge steel with 50,000 psi minimum yield strength.	____	____
4. Tailgate - The tailgate is to be constructed of 14-gauge two-sided A40 Galvanneal steel. The tailgate is to be a minimum of 12"high and be a slammable style.	____	____
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.	____	____
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.	____	____
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.	____	____
8. Door Strikers - Adjustable strikers are to be affixed to the door frames with screws. (Welded-on door strikers are not acceptable.)	____	____
9. Door Seals - Automotive "bulb type" neoprene door seals are to be installed by the manufacturer of the body on all door frames.	____	____
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.)	____	____

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 minimum 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 %" 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 comer, 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

c#5428

AGENDA ITEM SUMMARY SHEET

Agenda of: July 22, 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:
Lana Gauthier
Lana Gauthier

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

Revised 3/8/2022 Tiffany Hollins

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

MOBILE
ALABAMA

2024 PAYGO RESURFACING
COMMISSION DISTRICT 1
MCR-2024-101

PROJECT NO. 2025-3005-01

BID DATE – MAY 21, 2025

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2024 PAYGO Resurfacing
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ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, 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	2,408	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	25	SY	REMOVE CONCRETE SLOPE PAVING	TWENTY SIX DOLLARS AND SIXTY TWO CENTS	$ 26 62	$ 665 50
206-C6	514	SY	REMOVAL ASPHALT PAVING	TWELVE DOLLARS AND SEVENTY EIGHT CENTS	$ 12 78	$ 6,543 36
206-D1	1,030	LF	REMOVING CONCRETE VALLEY GUTTER (INCL SAW CUTTING ALL DEPTHS)	FOURTEEN DOLLARS AND NINETY ONE CENTS	$ 14 91	$ 15,357 30
206-D2	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 82	$ 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
408-A1	178 600	SY	PLANING EXISTING PAVEMENT, 1"-2" Thick	NO DOLLARS AND THIRTY ONE CENTS	$ 0 31	$ 55,366 00
408-A2	36,150	SY	PLANING EXISTING PAVEMENT, 2.1"-3.5" Thick	NO DOLLARS AND THIRTY ONE CENTS	$ 0 31	$ 11,206 50
408-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 SURACE, 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
714-B	10	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, INLCUDES 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	200	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	$ 171,986.45
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	$	5,324.66	$ 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	$	3,833.75	$ 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	3,610	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	$ 12,459.69
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	$	5.86	$ 2,930.00
701-B1	500	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	$ 48,138.00
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	$ 90.52	$ 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	HOUR	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 MCL CONTRACTING LLC

SIGNATURE

DATE 5/21/25

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 SURACE, WIDENING, 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, LEVELING, 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, PATCHING, 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, UPPER BINDER, 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, LOWER BINDER, 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**	SIXTY THOUSAND DOLLARS ZERO 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 Dollars and Sixty Four Cents

Number of working days to complete 180

Signature of Bidder _____
(If a firm or individual)

Address of Bidder P.O. Box 1245

Somers, AL 36575

By _____

Signature of Bidder _____
(If a Corporation)

By _____
President

_____
Print

_____
Secretary

_____
Print

_____
Treasurer

_____
Print

Business Address _____

Business Address _____

Business Address _____

(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 make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **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: (SEAL)

Harco National Insurance Company (Name of Surety)

COUNTERSIGNED: Marsha Greene
Marsha Greene, Attorney-In-Fact

Alabama Resident Agent By Marsha Greene

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

POWER OF ATTORNEY

Bond # _____

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

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

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
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.

SHIRELLE A. OUTLEY NOTARY PUBLIC No. 50079910 My Comm. Exp. 04-04-2023 NEW JERSEY

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
Shirelle A. 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

A02672

Irene Martins, Assistant Secretary

Bond # 0817656

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we HCL Contracting, LLC _____ as Principal and Harco National Insurance Company _____ as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of 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.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated July 8, 2025 (hereinafter called the Contract) for 2024 PAYGO Resurfacing Commission District 1 _____ which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this 8 day of JULY 2025.

Individual Principals sign here

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

In the presence of:

_____

_____

(Corporate Name) HCL Contracting, LLC

BY: _____

(Signature)

Chsen R. Smith

(Print)

ITS: President

(Title)

ATTEST:

_____

(Signature)

Mark Hoggett (Print)

ITS: Project Manager/Estimator

Harco National Insurance Company

(Surety sign here) (Corporate name)

BY: _____

(Signature)

John David Hutto, Jr.

(Print)

ITS: Attorney-In-Fact

(Title)

ATTEST:

_____

(Signature)

Kursten R. Hutto (Print)

ITS: Sec/Treas

Corporate Seal

POWER OF ATTORNEY

Bond # 0817656

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

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

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

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.

CATHY CRUZ NOTARY PUBLIC STATE OF NEW JERSEY

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,

A00751

Irene Martins, Assistant Secretary

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.

Individual Principals sign here

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

In the presence of:

_____

_____

(Corporate Name)
HCL Contracting, LLC

BY: _____
(Signature)

Casey R. Smith
(Print)

ITS: President
(Title)

ATTEST:

_____
(Signature)

Marka Hoggatt (Print)

ITS: Project Manager/Estimator
(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 spec sections of Items 104 and 107. There will be no compensation for this work.

17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary

adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation and all required materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until the project is complete and any other incidentals necessary to complete the job, shall be subsidiary of Item No. 600A, Mobilization. The contractor shall restore all existing traffic mechanisms to original condition.

[OR]

The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. [There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job shall be considered incidental to the project Item 740 Traffic Control. The Contractor shall restore existing traffic mechanisms to original condition. [OR] Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.]

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and

shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project. The Contractor shall provide a one-year warranty period from the time of final payment.

26. 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 accessed 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.

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

_____

AN INDIVIDUAL

WITNESSES:

_____

_____(Print)

_____

_____(Print)

_____

CONTRACTOR: **(IF CORPORATION)**

HCL Contracting, LLC (Print)

BY: _____

ITS PRESIDENT

Casey R. Smith (Print)

ATTEST:

_____

ITS SECRETARY

Mark M Hollett (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:

MARK A HOCUTT
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
FEBRUARY 04, 2026

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 shalt 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 *PORTABLETOILETS - 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.

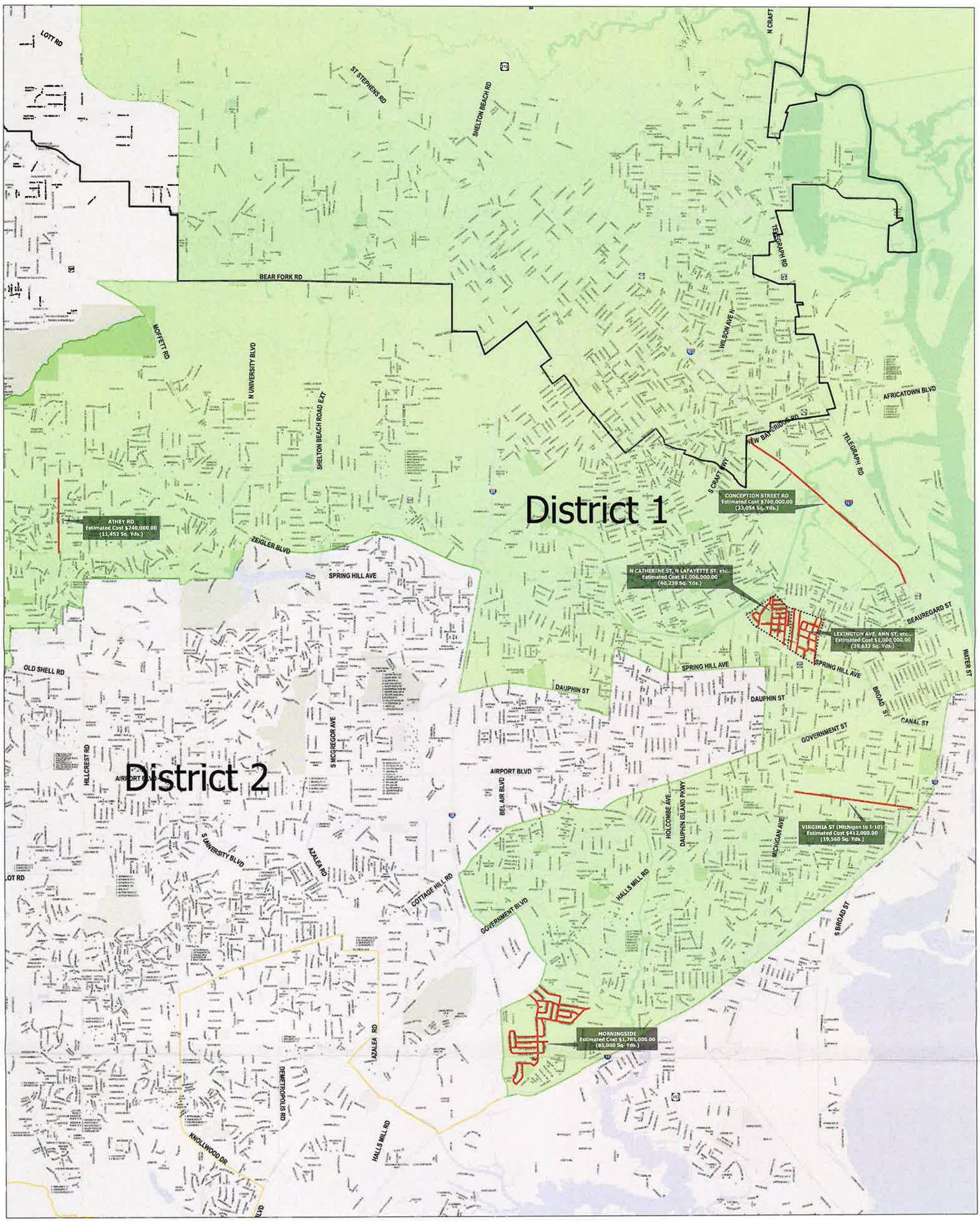
740 A.3

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



2024 PAYGO
District 1
City of Mobile

Legend

- RESURFACING PROJECT
- RECONSTRUCTION PROJECT

City Limits
MOBILE

MOBILE
ALABAMA

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICTIONS

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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:
	PHONE (A/C, No, Ext): / FAX (A/C, No):
	E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

SAMPLE

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/16/2025

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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 Montlimar 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 — NAIC # INSURER A : Cincinnati Insurance Company — 10677 INSURER B : Navigators Specialty Insurance Company — 36056 INSURER C : INSURER D : INSURER E : INSURER F :

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 DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [blank]	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
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	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [blank]	$ 1,000,000 $ $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000	Y	Y	EPP0742286	03/25/2025	03/25/2026	EACH OCCURRENCE AGGREGATE (Follow Form)	$ 5,000,000 $ 5,000,000 $ 5,000,000
	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		under separate coi eff 1-1-25			☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Excess Liability(follows umbrella liability policy above)	Y	Y	GA25EXCZ0KUCHIC	03/25/2025	03/25/2026	Each Event General Aggregate Prod-Comp Ops Aggr	$ 5,000,000 $ 5,000,000 $ 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 polices, 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

City of Mobile
P.O. Box 1827
Mobile AL 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsha Greene

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AGENCY CUSTOMER ID: 00054597

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Valent Group, LLC	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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/16/2025

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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 E-MAIL ADDRESS: workersfirst@ccmsi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : WorkersFirst CompFund	
INSURED HCL CONTRACTING LLC 8245 CRARY AVENUE SEMMES, AL 36575	INSURER B : Midwest Employers Casualty Company	23612
	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 - COMP/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 ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		X	EWC005404(WC)	1/1/2025	1/1/2026	X PER STATUTE ☐ OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y	N/A		PQAL127200(EL)			E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

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 INSUREDS ADDRESS.
COVERAGE UNDER THIS PROGRAM IS LIMITED TO THE ALABAMA WORKERS COMPENSATION ACT.

Excluded Officer(s): Casey Smith

CERTIFICATE HOLDER	CANCELLATION
CITY OF MOBILE P.O. BOX 1827 MOBILE, AL 36633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Linda Hudgins

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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*** Policy No. ***PQAL127200(EL)*** Endorsement No.
Insured Premium ***0***
HCL CONTRACTING LLC
Insurance Company Countersigned by Linda Hudgins
WorkersFirst Comp Fund

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

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) City Engineer (Title) 2/25/2025 (Date)

251-208-7243
Telephone Number

forresterj@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd (Signature) 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:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
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 SEMMES, AL 36575
Telephone	251-622-7171
E-Mail	MARK@HCLCONTRACTINGLLC.COM

RFP/RFQ Solicitation Number	MCR-2024-101 / 2025-3005-01
Project Description	2024 PAYGO RESURFACING COMMISSION DISTRICT 1
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 80% Female 20% Minority 30% Non-minority 70% SDVO 0 Total #of Employees 48

Subcontractor/Major Supplier Plan submitted by:

Printed Name: MARK A HOLLETT

Signature: [signature] Date: 5/21/25

Title: PROJECT MANAGER/ESTIMATOR

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: MARK A HOLLETT Title: PROJECT MANAGER/ESTIMATOR

Email: MARK@HCLCONTRACTINGLLC.COM Phone: 251-622-7171

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company HCL CONTRACTING LLC Your Bid/Proposal Amount $ #4,509,595.64 Date: 5-21-25

5 / 21 / 25 Description PAVING 2024 RESURFACING CONTRACT DIST. 1

Name of Bidder/Proposer: HCL CONTRACTING LLC

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
LeBlanc Construction	409 680-4411	Conc. Reline/Replace	#1,200,324.00	20%	✓	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: N/A

Contact Person: _____ Phone_____ Email_____

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.

CITY OF MOBILE

Subcontracting and Major Supplier Plan

		NA
		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 Section2(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: arehnique.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: (CHECK ONE):

JAN	APR	JULY	OCT	FINAL _____
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)

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 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

MARK A HOCUTT
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
FEBRUARY 04, 2026

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.

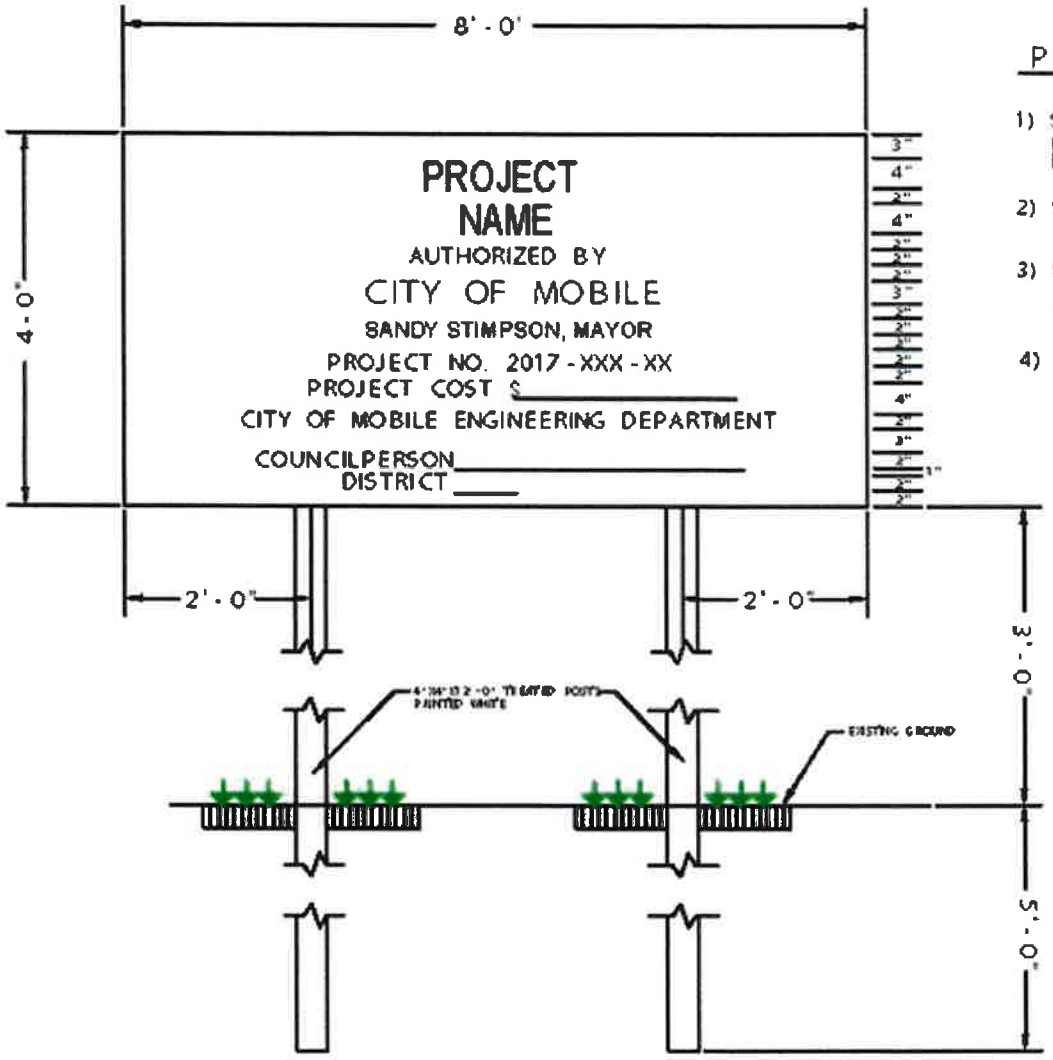
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.

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.

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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 H&H Contracting 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

Mitchell Holcutt
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	

SAWGRASS

2024 Pay As You Go Milling Schedule

	LENGTH	WIDTH	FULL MILL		EDGE-MILL	OUTSIDE TIE-INS (only)	DRIVEWAY TONNAGE	MAINLINE TONNAGE	ESTIMATED QUANTITY	
(Incl cross overs/turnlanes)	(LF)	(LF)	(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 Laffayette 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	

SAWGRASS

2024 Pay As You Go Milling Schedule

	LENGTH	WIDTH	FULL MILL		EDGE-MILL	OUTSIDE TIE-INS (only)	DRIVEWAY TONNAGE	MAINLINE TONNAGE	ESTIMATED QUANTITY	
(Incl cross overs/turnlanes)	(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 Farnell 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 Chesire 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.										

SAWGRASS

2024 Pay As You Go Milling Schedule

	LENGTH	WIDTH	FULL MILL		EDGE-MILL	OUTSIDE TIE-INS (only)	DRIVEWAY TONNAGE	MAINLINE TONNAGE	ESTIMATED QUANTITY	
(incl cross overs/turnlanes)	(LF)	(LF)	(1.0"-2.0")	(2.1"-3.5")	(1.0"-2.0")				(1.0"-2.0")	(2.1"-3.5")
Darwood Dr. to Navco Rd.	3,300	20	X					630.7	7333.3	
PINEWAY DR. N										
Fleetwood Dr. E. to Greenlawn Dr.	1,200	22	X					252.3	2933.3	
PINEWAY DR. S										
Fleetwood 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 provides 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) CASEY 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 22, 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:
Lana Gauthier
Lana Gauthier

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

Revised 3/8/2022 Tiffany Hollins

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 & RESTRIPING),**

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: PENNY L. BOULTON My Commission Expires June 7, 2026

EXHIBIT 'A'

PROJECT LOCATION

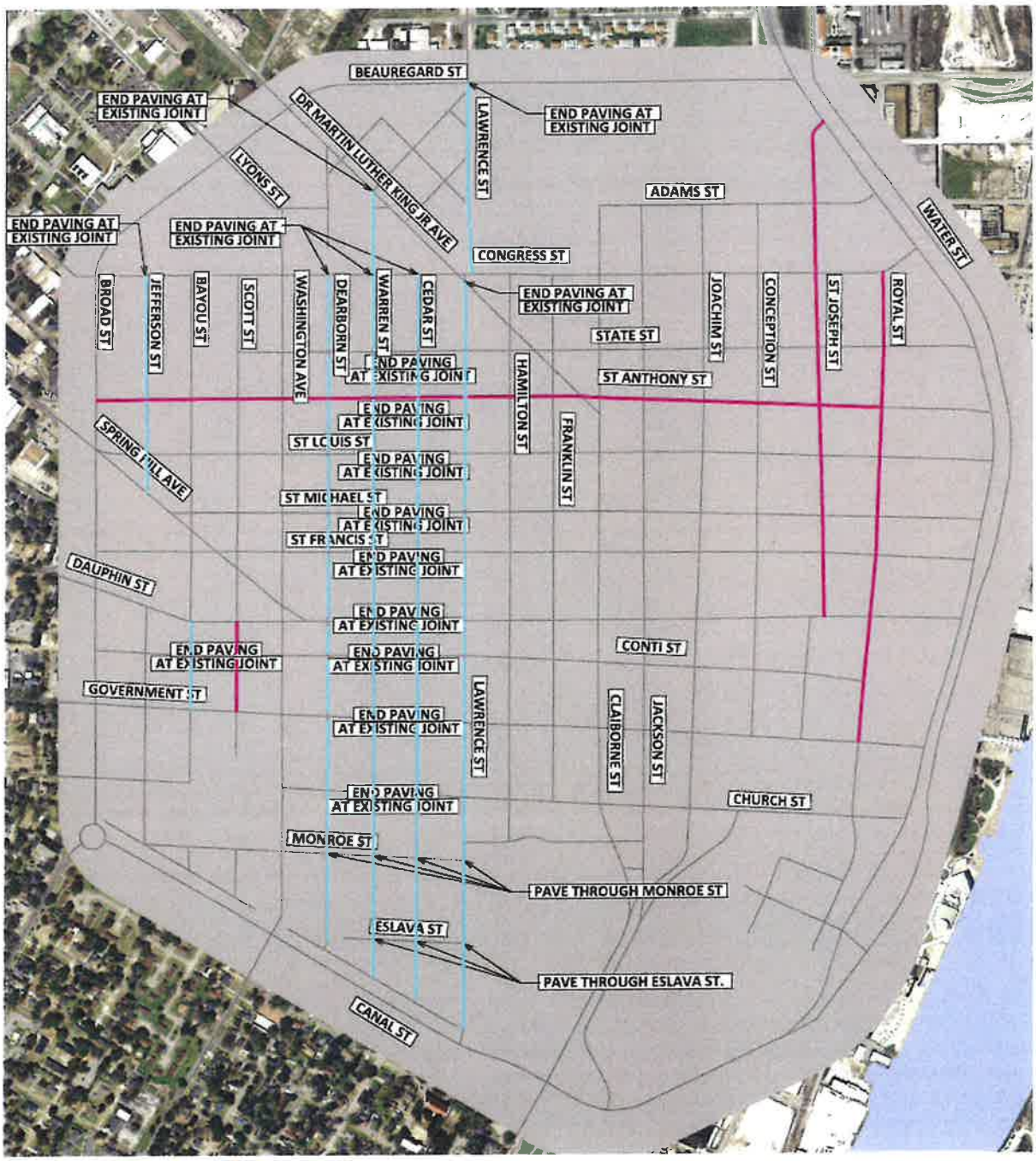

EXHIBIT 'B'

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 & RESTRIPING)

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

SOUTHERN EARTH SCIENCES
Geotechnical | Environmental | Materials Testing

MOBILE OFFICE
5460 Rangeline Road
Mobile, AL 36619
Tel: (251) 344-7711
Fax: (251) 443-9000
www.soearth.com

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.

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
SUCONTRACT UTILITY LOCATION SERVICES (GPR)	$2,500.00/day

Other Services

DOUBLE RING INFILTROMETER 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 Includes design, material preparation, mixing, review and four (4) soil-cement test specimens	$2,000.00/Each
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
UNDISTRUBED 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) (Piling contractor to provide ram, jack, operator and reaction frame)	$2500.00 /each
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

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

SOUTHERN EARTH SCIENCES

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	CONTACT NAME: Rachel Hutto
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3608 FAX (A/C, No): E-MAIL ADDRESS: rhutto@turnerfirst.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Co.	16535
INSURER B : Steadfast Insurance Company	26387
INSURER C : Lexington Insurance Company	19437
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Southern Earth Sciences, Inc.
6352 Piccadilly Square Dr
Mobile, AL 36609

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X	X	GLO593900113	2/1/2025	2/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL AGGREGATE	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X 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) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X	X	SXS077476902	2/1/2025	2/1/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC593900013	2/1/2025	2/1/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liabil			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 & RESTRIPING)
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

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

David J Durden

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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 Copland 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 South 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

STATE OF ALABAMA NOTARY PUBLIC

PENNY L. BOULTON
My Commission Expires
June 7, 2026

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	
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 2 pgs.
Document Date / Type / Pages	01/21/2015 Registered Agent Change 2 pgs.
Document Date / Type / Pages	08/24/2015 Articles of Amendment 2 pgs.
Document Date / Type / Pages	04/05/2017 Registered Agent Change 2 pgs.
Document Date / Type / Pages	07/26/2019 Articles of Amendment 2 pgs.
Document Date / Type / Pages	12/02/2022 Articles of Amendment 3 pgs.

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 & RESTRIPING),

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.

$50,700.00

John Forrester
Requested By (Department Director)

(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 22, 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:
Lana Gauthier
Lana Gauthier

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

Revised 3/8/2022 Tiffany Hollins

2025

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

MOBILE
ALABAMA

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. <u>SCOPE OF THE WORK:</u>

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: _____

Print: William Lewis Copeland, 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 Copeland, 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:

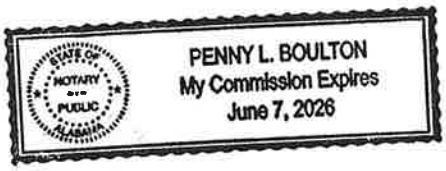


EXHIBIT 'A'

This contact 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

SOUTHERN EARTH SCIENCES
Geotechnical | Environmental | Materials Testing

MOBILE OFFICE
5460 Rangeline Road
Mobile, AL 36619
Tel: (251) 344-7711
Fax: (251) 443-9000
www.soearth.com

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.

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
SUCONTRACT UTILITY LOCATION SERVICES (GPR)	$2,500.00/day

Other Services

DOUBLE RING INFILTROMETER 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 Includes design, material preparation, mixing, review and four (4) soil-cement test specimens	$2,000.00/Each
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
UNDISTRUBED 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) (Piling contractor to provide ram, jack, operator and reaction frame)	$2500.00 /each
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

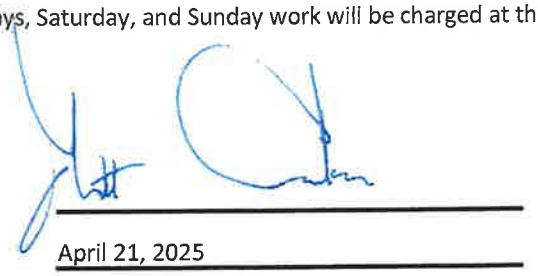
Reporting & Analysis	$1,000.00 ls + $75.00/pile
THERMAL INTEGRITY PROFILING (TIP) of Auger-Cast Piles and Drilled Shafts	
Data Acquisition (for instrument and/or tech)	$1,500.00/trip/day
Reporting & Analysis	$1,000.00 ls + $75.00/pile
Thermal Instrumented Wires (add 10 ft to length of pile)	$8.50/ft

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	CONTACT NAME: Rachel Hutto	
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 244-0004	FAX (A/C, No):
	E-MAIL ADDRESS: rhutto@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Co.	16535
INSURED	INSURER B : Steadfast Insurance Company	26387
Southern Earth Sciences, Inc. 6352 Piccadilly Square Dr Mobile, AL 36609	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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	X	X	GLO593900113	2/1/2025	2/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL AGGREGATE	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X 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) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ 0	X	X	SXS077476902	2/1/2025	2/1/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC593900013	2/1/2025	2/1/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 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

City of Mobile
205 Government Street
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

David J Hutto

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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 tnemesrodnE 02/01/2025	Countersigned By:
Named Insured: Southern Earth Sciences, Inc.	(Authorized Representative)

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.

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Notification to Others of Cancellation

ZURICH

Southern Earth Sciences, Inc.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Prod ucer 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 co py 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 co py of such written notice of cancellation to the name and address corres ponding 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	30
COMPANY	

All other terms and conditions of this policy remain unchanged.

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Coverage Extension Endorsement

ZURICH

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.

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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:

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(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".

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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

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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.

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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.

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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,

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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.

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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:

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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.

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

Southern Earth Sciences, Inc.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Prod ucer 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 contact 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.

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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.

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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)

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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** Policy No. **WC593900013** Endorsement No.**001**
Endorsement Exp: **02/01/2026** Premium $ **INCL**
Insured **Southern Earth Sciences, Inc.**

Insurance Company **ZURICH AMERICAN INSURANCE COMPANY**

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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 _____.

_____

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

STATE OF ALABAMA NOTARY PUBLIC

PENNY L. BOULTON
My Commission Expires
June 7, 2026

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)

Archnique Kidd (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

Company ID Number: 417738

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

Company ID Number: 417738

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

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,

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

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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

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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.

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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.

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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.

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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) ***Electronically Signed***	Title **05/25/2011**
Signature	Date
Department of Homeland Security – Verification Division **USCIS Verification Division**	
Name (Please Type or Print) **Electronically Signed**	Title **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**		
Telephone Number:	**(251) 344 - 7711**	Fax Number:	**(251) 345 - 9453**
E-mail Address:	**cgiddens@soearth.com**		

AGENDA ITEM SUMMARY SHEET

Agenda of: July 22, 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:
Lana Gauthier
Lana Gauthier

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 themself, 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);

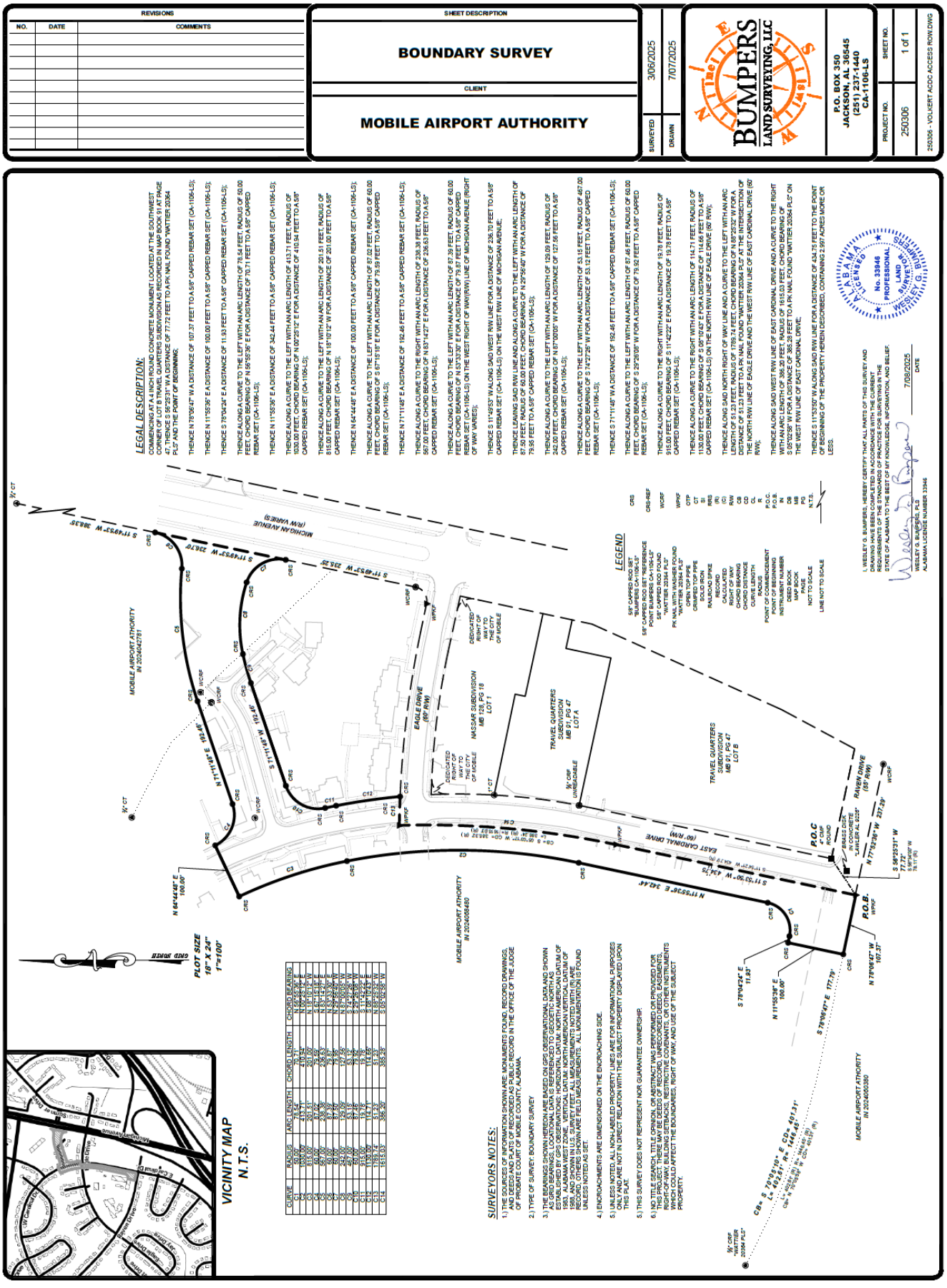
THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 114.71 FEET, RADIUS OF 1130.00 FEET, CHORD BEARING OF S 08°10'43" E FOR A DISTANCE OF 114.66 FEET TO A 5/8” CAPPED REBAR SET (CA-1106-LS) ON THE NORTH R/W LINE OF EAGLE DRIVE (60’ R/W);

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.

“EXHIBIT B”


REVISIONS
NO. DATE COMMENTS
SHEET DESCRIPTION
BOUNDARY SURVEY
CLIENT
MOBILE AIRPORT AUTHORITY
SURVEYED 3/06/2025
DRAWN 7/07/2025
BUMPERS LAND SURVEYING, LLC
P.O. BOX 350
JACKSON, AL 36545
(251) 237-1440
CA-1106-LS
PROJECT NO. 250306
SHEET NO. 1 of 1
250306 - VOLVERT ADD-ACCESS ROW.DWG
LEGAL DESCRIPTION:
SURVEYORS NOTES:
VICINITY MAP
N.T.S.
LEGEND
PLOT SIZE 18" X 24" 1"=100'
L. WESLEY G. BUMPERS, HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.
WESLEY G. BUMPERS, PLS
ALABAMA LICENSE NUMBER 33946
7/08/2025
DATE
ALABAMA LICENSED PROFESSIONAL LAND SURVEYOR WESLEY G. BUMPERS No. 33946

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: July 22, 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:
Lana Gauthier
Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, 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 22, 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:
Lana Gauthier
Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, 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 22, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement Valderrama for Property Damage

REVIEWERS:

Lana Gauthier
Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, 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 Rezoning
of Property Located at
5945, 6000, & 6030 Rangeline Road and 5933 Rabbit Creek Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 17, 2025**, a public hearing will be held on the **22nd** day of **July, 2025**, at 10:30 a.m., to consider adoption of an ordinance for proposed rezoning of property located at 5945, 6000, & 6030 Rangeline Road and 5933 Rabbit Creek Drive from R-A, Residential Agricultural District, and B-5, Office Distribution District, to R-1, Single-Family Residential Suburban District, and B-5, Office Distribution 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:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, D.R. TAYLOR SUBDIVISION, AS RECORDED IN MAP BOOK 81, PAGE 34 IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE ALABAMA, SAID POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE; THENCE RUN S24°40'54"W, ALONG THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, 260.06 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2093.86 AND A DELTA ANGLE OF 3°25'19"; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE, AN ARC LENGTH OF 125.05 FEET (CHORD BEARS S25°55'29"W, 125.03 FEET) TO A POINT; THENCE RUN S79°20'04"W, 203.40 FEET TO A POINT ON A CURVE, CONCAVING TO THE NORTHWEST, HAVING A RADIUS OF 1939.86, AND A DELTA ANGLE OF 3°01'00"; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, AN ARC LENGTH OF 102.13 FEET (CHORD BEARS S34°47'15"W, 102.12 FEET) TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID CURVE, AN ARC LENGTH OF 591.21 FEET (CHORD BEARS S43°56'33"W, 588.93 FEET) TO THE P.R.C. OF A CURVE TO THE LEFT, HAVING A RADIUS OF 994.96 AND A DELTA ANGLE OF 40°36'18"; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE, AN ARC LENGTH OF 705.12 FEET (CHORD BEARS S32°22'12"W, 690.46 FEET) TO THE P.T. THEREOF; THENCE RUN S12°03'36"W, ALONG SAID EAST RIGHT-OF-WAY LINE, 607.84 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 984.93, AND A DELTA ANGLE OF 15°28'10"; THENCE RUN SOUTHWESTWARDLY, ALONG

SAID CURVE AND EAST RIGHT-OF-WAY LINE, AN ARC LENGTH OF 265.92 FEET (CHORD BEARS S19°48'44"W, 265.12 FEET) TO A POINT; THENCE RUN S76°08'34"E, 155.84 FEET TO A POINT; THENCE RUN N13°29'55"E, 1093.06 FEET TO A POINT; THENCE RUN N41°48'43"E, 256.16 FEET TO A POINT; THENCE RUN N44°37'16"E, 777.93 FEET TO A POINT; THENCE RUN N57°48'06"W, 151.81 FEET TO THE POINT OF BEGINNING.

ALSO

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, D.R. TAYLOR SUBDIVISION, AS RECORDED IN MAP BOOK 81, PAGE 34 IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE ALABAMA, SAID POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE; THENCE RUN S89°34'47"E, ALONG THE NORTH LINE OF SAID LOT 1, 67.38 FEET TO A POINT; THENCE RUN S0°16'27"W, ALONG THE EAST LINE OF SAID LOT 1, 774.20 FEET TO A POINT BEING THE SOUTHWEST CORNER OF SAID LOT 1; THENCE CONTINUE ALONG SAID LINE, S0°16'27"W, 89.83 FEET TO A POINT BEING THE NORTHWEST CORNER OF LOT 1, RANGE LINE - HAMILTON INDUSTRIAL PARK, THIRD ADDITION, AS RECORDED IN MAP BOOK 46, PAGE 22 IN THE OFFICE OF THE JUDGE OF PROBATE COURT; THENCE RUN ALONG THE NORTH LINE OF SAID SUBDIVISION, N60°02'53"E, 555.24 FEET TO A POINT LOCATED ON THE WEST RIGHT-OF-WAY LINE OF RANGE LINE ROAD; THENCE RUN S29°49'45"E, ALONG SAID RIGHT-OF-WAY LINE, 1050.11 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF LOT "A", FAYARD SUBDIVISION, AS RECORDED IN MAP BOOK 74, PAGE 71 IN THE OFFICE OF THE JUDGE OF PROBATE COURT; THENCE RUN S60°05'24"W, ALONG THE SOUTH LINE OF SAID LOT "A", 2018.52 FEET TO A POINT BEING THE SOUTHWEST CORNER OF LOT "A"; THENCE RUN N76°08'34"W, 595.30 FEET TO A POINT; THENCE RUN N13°29'55"E, 1093.06 FEET TO A POINT; THENCE RUN N41°48'43"E, 256.16 FEET TO A POINT; THENCE RUN N44°37'16"E, 777.93 FEET TO A POINT; THENCE RUN N57°48'06"W, 151.81 FEET TO A POINT BEING THE SOUTHEAST CORNER OF SAID LOT 1 OF D.R. TAYLOR SUBDIVISION, LOCATED ON A CURVE, CONCAVING TO THE NORTHWEST, HAVING A RADIUS OF 1939.86, AND A DELTA ANGLE OF 3°01'00"; THENCE RUN NORTHEASTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, AN ARC LENGTH OF 102.13 FEET (CHORD BEARS N34°47'15"E, 102.12 FEET) TO A POINT; THENCE RUN N79°20'04"E, 203.40 FEET TO A POINT ON A CONCAVING CURVE TO THE NORTHWEST WITH A RADIUS OF 2093.86 FEET; THENCE RUN ALONG SAID CURVE, 125.05 FEET (CHORD BEARS: N25°55'29"E, 125.03 FEET) THENCE RUN N24°40'54"E, 260.06 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from R-A, Residential Agricultural District, and B-5, Office Distribution District, to R-1, Single-Family Residential Suburban District, and B-5, Office Distribution 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 R-1, Single-Family Residential Suburban District, and B-5, Office Distribution 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 R-1, Single-Family Residential Suburban District, or B-5, Office Distribution District, until the following conditions have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized 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 22nd 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 25th 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 **5945, 6000 & 6030 Rangeline Road, and 5933 Rabbit Creek Drive.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-A, Residential Agricultural District, and B-5, Office Distribution District, to R-1, Single-Family Residential Suburban District, and B-5, Office Distribution 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 **R-1 and B-5** 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 an **R-1 or B-5** districts until the following conditions have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

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

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

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

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

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, D.R. TAYLOR SUBDIVISION, AS RECORDED IN MAP BOOK 81, PAGE 34 IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE ALABAMA, SAID POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE; THENCE RUN S24°40'54"W, ALONG THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, 260.06 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2093.86 AND A DELTA ANGLE OF 3°25'19"; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE, AN ARC LENGTH OF 125.05 FEET (CHORD BEARS S25°55'29"W, 125.03 FEET) TO A POINT; THENCE RUN S79°20'04"W, 203.40 FEET TO A POINT ON A CURVE, CONCAVING TO THE NORTHWEST, HAVING A RADIUS OF 1939.86, AND A DELTA ANGLE OF 3°01'00"; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, AN ARC LENGTH OF 102.13 FEET (CHORD BEARS S34°47'15"W, 102.12 FEET) TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID CURVE, AN ARC LENGTH OF 591.21 FEET (CHORD BEARS S43°56'33"W, 588.93 FEET) TO THE P.R.C. OF A CURVE TO THE LEFT, HAVING A RADIUS OF 994.96 AND A DELTA ANGLE OF 40°36'18"; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE, AN ARC LENGTH OF 705.12 FEET (CHORD BEARS S32°22'12"W, 690.46 FEET) TO THE P.T. THEREOF; THENCE RUN S12°03'36"W, ALONG SAID EAST RIGHT-OF-WAY LINE, 607.84 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 984.93, AND A DELTA ANGLE OF 15°28'10"; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE, AN ARC LENGTH OF 265.92 FEET (CHORD BEARS S19°48'44"W, 265.12 FEET) TO A POINT; THENCE RUN S76°08'34"E, 155.84 FEET TO A POINT; THENCE RUN N13°29'55"E, 1093.06 FEET TO A POINT; THENCE RUN N41°48'43"E, 256.16 FEET TO A POINT; THENCE RUN N44°37'16"E, 777.93 FEET TO A POINT; THENCE RUN N57°48'06"W, 151.81 FEET TO THE POINT OF BEGINNING.

ALSO

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, D.R. TAYLOR SUBDIVISION, AS RECORDED IN MAP BOOK 81, PAGE 34 IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE ALABAMA, SAID POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE; THENCE RUN S89°34'47"E, ALONG THE NORTH LINE OF SAID LOT 1, 67.38 FEET TO A POINT; THENCE RUN S0°16'27"W, ALONG THE EAST LINE OF SAID LOT 1, 774.20 FEET TO A POINT BEING THE SOUTHWEST CORNER OF SAID LOT 1; THENCE CONTINUE ALONG SAID LINE, S0°16'27"W, 89.83 FEET TO A POINT BEING THE NORTHWEST CORNER OF LOT 1, RANGE LINE - HAMILTON INDUSTRIAL PARK, THIRD ADDITION, AS RECORDED IN MAP BOOK 46, PAGE 22 IN THE OFFICE OF THE JUDGE OF PROBATE COURT; THENCE RUN ALONG THE NORTH LINE OF SAID SUBDIVISION, N60°02'53"E, 555.24 FEET TO A POINT LOCATED ON THE WEST RIGHT-OF-WAY LINE OF RANGE LINE ROAD; THENCE RUN S29°49'45"E, ALONG SAID RIGHT-OF-WAY LINE, 1050.11 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF LOT "A", FAYARD SUBDIVISION, AS RECORDED IN MAP BOOK 74, PAGE 71 IN THE OFFICE OF THE JUDGE OF PROBATE COURT; THENCE RUN S60°05'24"W, ALONG THE SOUTH LINE OF SAID LOT "A", 2018.52 FEET TO A POINT BEING THE SOUTHWEST CORNER OF LOT "A"; THENCE RUN N76°08'34"W, 595.30 FEET TO A POINT; THENCE RUN N13°29'55"E, 1093.06 FEET TO A POINT; THENCE RUN N41°48'43"E, 256.16 FEET TO A POINT; THENCE RUN N44°37'16"E, 777.93 FEET TO A POINT; THENCE RUN N57°48'06"W, 151.81 FEET TO A POINT BEING THE SOUTHEAST CORNER OF SAID LOT 1 OF D.R. TAYLOR SUBDIVISION, LOCATED ON A CURVE, CONCAVING TO THE NORTHWEST, HAVING A RADIUS OF 1939.86, AND A DELTA ANGLE OF 3°01'00"; THENCE RUN NORTHEASTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, AN ARC LENGTH OF 102.13 FEET (CHORD BEARS N34°47'15"E, 102.12 FEET) TO A POINT; THENCE RUN N79°20'04"E, 203.40 FEET TO A POINT ON A CONCAVING CURVE TO THE NORTHWEST WITH A RADIUS OF 2093.86 FEET; THENCE RUN ALONG SAID CURVE, 125.05 FEET (CHORD BEARS: N25°55'29"E, 125.03 FEET) THENCE RUN N24°40'54"E, 260.06 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from **R-A, Residential Agricultural District**, and **B-5, Office Distribution District**, to **R-1, Single-Family Residential Suburban District**, and **B-5, Office Distribution 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 **R-1, Single-Family Residential Suburban District,** and **B-5, Office Distribution 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 **R-1, Single-Family Residential Suburban District**, or **B-5, Office Distribution District,** until the following conditions have been complied with: **1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

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

Adopted:

_____

Lisa Lambert, City Clerk

Rangeline/Rabbit Creek Drive Subdivision
John Fayard Real Estate, LLC
5945, 6000 & 6030 Rangeline Road, and 5933 Rabbit Creek Drive
Council District 4
Ben Reynolds

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

June 9, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on April 17, 2025, considered the request of John Fayard Real Estate, LLC, for a change in zoning from **R-A, Residential Agricultural District, and B-5, Office Distribution District, to R-1, Single-Family Residential Suburban District, and B-5, Office Distribution District**, for the property located at **5945, 6000 & 6030 Rangeline Road, and 5933 Rabbit Creek Drive**.

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

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

April 21, 2025

John R. Fayard, Jr.
Post Office Box 2189
Gulfport, Mississippi 39505

Re: 5945, 6000 & 6030 Rangeline Road and 5933 Rabbit Creek Drive
ZON-UDC-003228-2025
Rangeline/Rabbit Creek Drive Subdivision
John Fayard Real Estate, LLC
District 4
Rezoning from Residential Agricultural District (R-A) and Office Distribution District (B-5), to Single Family Residential Suburban District (R-1) and Office Distribution District (B-5).

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

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

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **R-1, Single-Family Residential Suburban District**, and **B-5, Office Distribution District**:

A) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
B) Change. Changing conditions in a particular area make an amendment necessary and desirable.
C) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval Rezoning the property to **R-1, Single-Family Residential Suburban District**, and **B-5, Office Distribution District**, subject to the following conditions:

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

The advertising fee for this application is based on the current legal description is **$553.28** 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
March 28, 2025
PUBLIC HEARING NOTICE

Re: 6030 Rangeline Road
ZON-UDC-003228-2025
Rangeline/Rabbit Creek Drive Subdivision
John Fayard Real Estate, LLC
District 4
Rezoning from Residential Agricultural District (R-A) and Office Distribution District (B-5), to Single-Family Residential Suburban District (R-1) and Office Distribution District (B-5).

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.

Rogers, Payton

From: Molly Stanford <molly@polysurveying.com>
Sent: Thursday, February 20, 2025 3:23 PM
To: Rogers, Payton
Cc: Anderson, Logan; Travarus Franklin; Polysurveying Mail; Brett Orrell
Subject: RE: John Fayard Real Estate, LLC / Rangeline Rabbit Creek Drive Subdivision; ZON-UDC-3228-2025 & SUB-3226-2025

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

Payton,

We are requesting a holdover so we can schedule a neighborhood meeting. Please holdover until the April meeting. If you need any additional information, please let us know. Thanks.

Best,

Molly Stanford
ALTA Admin Coordinator/Human Resources
5588 Jackson Road
Mobile, AL 36619
251-666-2010 (office)
molly@polysurveying.com

POLY
SURVEYING

CORPORATE OFFICE
5588 Jackson Road
Mobile, AL 36619
(251) 666-2010

ALABAMA FIELD OFFICES
Daphne: (251) 626-0905
8749
Montgomery: (334) 245-5721

FLORIDA FIELD OFFICES
Pensacola: (850) 696-1661
Defuniak Springs: (850) 790-0045
Tallahassee: (448) 488-0585
Jacksonville: (904) 312-7095

MISSISSIPPI FIELD OFFICES
Ocean Springs: (228) 215-

City of Mobile • Planning & Zoning

Plan Submission Contact Information

Name of Project _____

Address _____

Owner John Fayard

Address PO Box 2189 Zip Code 39505

Phone 228-365-0558 Fax _____ Email jfayard@johnfayardwarehouse.com.

Authorized Agent _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

SURVEYOR
~~Civil Engineer~~ POLYSURVEYING

Address 5588 JACKSON ROAD Zip Code 36619

Phone 251-666-2010 Fax _____ Email MAIL@POLYSURVEYING.COM

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

John L. Fayard Jr
Signature

JOHN FAYARD, JR.
Print

2-3-25
Date

Affiliation to project/Organization

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

---

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

The property is currently split zoned, based on new division of property as a 2-lot subdivision, currently B-5 and R-A. We are asking to extend the B-5 designation back to meet the rear of the newly formed R-1 development of 18 proposed lots in a separate simultaneous submittal.

	B-5 & R-1
Future Land Use Map (FLUM) Designation	Requested Zoning

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

N/A

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

The business has been in operation for many years and are looking to re-develop road frontage lots along Rabbit Creek Drive for residential purposes. There is no current plan for expansion of B-5, but will need to avoid split zoning. The B-5 site submitted as is.

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

Residential corridor of Rabbit Creek Drive is to be paved to private road standards in conjunction with City engineering for residential development.

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.

Current use is a steady mix of commercial, industrial and residential that fits this area as it exists today. The B-5 property is an established trucking company.

2. Describe the surrounding land uses.

The Rangeline Road side of the property shares a mix of industrial and business properties, while the Rabbit Creek Drive side is mostly residential with both R-1 and R-A zoning nearby.

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

Rezoning and movement of the property line for B-5 would meet buffering requirements of the City zoning ordinance.

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

The B-5 portion of the property retains its use and access through Rangeline Road and the proposed residential portion will utilize Rabbit Creek Drive once it is paved to City engineering standards.

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

The development of the residential lots will provide additional homes for the area near current residential homes and neighborhoods. The portion of the R-A zone to be converted to B-5 allows for expansion of the established trucking business.

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

N/A

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

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

Date of Submittal: 4/1/25

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: 3/25/25

Neighborhood Meeting Time: 4pm

Neighborhood Meeting Location: Cypress Shores Baptist Church

_____

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 of referenced at the meeting
- ✓ Additional documents (Describe: _____ _____)

Applicant's Name: Lynn Nolen

(First Name & Last Name)

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

X Lynn Nolen Date: 3/27/25

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.

Notice of Neighborhood Meeting
March 7, 2025

Dear Property Owners:

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following applications at Lynn Nolen & Brian Bailey will be submitting to the Mobile City Planning Commission:

1. Application Zoning change to rezone the property at 6030 Rangeline Road Mobile, Alabama 36619 from RA to R-1 for Lot 1. As well as rezoning lot 2 from RA to B-5.
2. Application for Conditional Use Permit approval to allow use of the property located at 6030 Rangeline Rd Lot 1- to build single family homes and Lot 2- to build warehouse spaces and laydown yard.

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

3/25/25

4:00pm

Cyrpress Shores Baptist Church
4327 Higgins Rd Mobile, Alabama 36619

You are receiving this notice because your property is located within 300 feet of 6030 Rangeline Road Mobile, Alabama 36619, In compliance with the notification requirements of Article 5 of the city's Unified Developmental Code. You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced applications, ask questions, and present your views.

Sincerely,

Lynn Nolen

Lynn Nolen
9970 Lynd Road
Grand Bay, Alabama 36541
clnolen@yahoo.com

Neighborhood Meeting Summary

Meeting Date: 3/25/25

Meeting Time: 4:00pm

Meeting Location: Cypress Shores Baptist

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

- We would like to rezone lot 1 from RA to R-1 to build Houses on.
- And rezone lot 2 from RA to B-5

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

please see attached plot plan

Please attach copies of the distributed information to this summary.

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

The neighborhood meeting was called to order @ 4:25pm. The meeting began with a full proposal of the intended use of the property. After the explanation the floor was opened for questions and discussion. The laydown yard was a large subject. The attendees wanted assurance that there would not be a distribution center built. Lyn Nolen and Mike Dees both attested to the fact that Mr Fayard said his intent was to build a laydown yard. As far as the residential lots, privacy was a concern

Neighborhood Meeting Summary
Date: 3/25/25
Applicant: _____

Meeting Location: Cypressshores Baptist church
Application: _____

(Meeting summary, continued)
as to which multiple options were proposed. The time line for the upcoming projects were discussed as what steps are needed to move forward. The meeting ended on a positive note and everyone understood the plan moving forward. The meeting ended @ 4:52 pm.

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

The Neighborhood Meeting ended at the following time: 4:52 pm

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

X Lynn Nolan **Date:** 3/27/25

Neighborhood Meeting

Date: 3/25/25

Time: 4:00pm

Location of Neighborhood Meeting: Cypress Shores Baptist Church

Project Location: 6030 Rangeline Rd

Project/Application (e.g. Rezoning from R-1 to B-1):
Lot 1: RA → R-1
Lot 2: RA → B-5

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

X [signature] Date: 3/27/25

Please Sign In:

Name: Kathleen Parker Email: kathleenparker307@yahoo.com
Address: 5960 Riverchase Dr S Mobile 36619 Phone: 251 604 7329

Name: Lee HOFFMAN Email: NONE
Address: 4611 GENRAL RD MOBILE AL Phone: 251 509 5981

Name: JERRY OLDSHUE Email: BOLDSHUE@ME.COM
Address: 6000 RIVERCHASE DR. S. Phone: 205 792 7796

Name: Anthony Hammontree Email: anthony@expressway carpetmobile.com
Address: 5930 Riverchase Dr N Phone: 251-680-1900

Neighborhood Meeting Sign-In Sheet
Date: 3/25/25
Applicant:

Meeting Location: Cypress Shores Baptist church
Application(s):

Name: Stephanie Bender Email: SMB9040jagmail.southalabama.edu
Address: 10070 Riverchase Dr S. Phone: 251-458-1632

Name: Allison Little Email: allisonlittle2015@att.net
Address: 5870 Riverchase Dr. N. Phone: 251-767-8069

Name: JOSH MCKEE Email: JMCKEE22@GMAIL.COM
Address: 5920 RIVERCHASE DR N Phone: 304-312-1234

Name: RANDY DONALD Email: rdonald22@bellsouth.net
Address: 5810 Riverchase Dr N Phone: 251.463.7570

Name: Sheree P Dees Email: ShereeDees@shereedees.com
Address: 5860 Riverchase Dr N Phone: 251-510-1001

Name: Mike Dees Email: MikeDees@southerntimberland.com
Address: 5860 Riverchase Dr N Phone: 251-510-1005

Name: Lynnwell Murrow Email: lynnwellmurrow@BMHScooper.com
Address: 5840 Riverchase Dr N. Phone: 251 583-7535

Name: Row Murrow Email: RowMurrow@BMHScooper.com
Address: 5840 Riverchase Dr N Phone: 251 583-7537

Neighborhood Meeting Sign-In Sheet
Date: 3/25/25
Applicant: _____

Meeting Location: Cypress Shores Baptist Church
Application(s): _____

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:** _____

March 25, 2025

Planning Comm. Appl.

the meeting for the rezoning for the John Fayard property located at ..... was held at: Cypress Shores Bapt. Church on March 25, 2025 @ 4:00pm.
Lyn Nolen was Representing the applicant John Fayard and presided over the meeting.

There were twelve households represented, eleven from Riverchase Estates and one from other.

Lyn Nolen called meeting to order at 4:25 after some discussion regarding zone differences; current zoning and proposed Rezoning. there was a full size plat for viewing and discussion.
Further in the discussion from the plat we discussed the smaller lots that are up for rezoning and also the remaining property that would be rezoned for the B5 zoning for John Fayards property.
Some of the discussion and concern was the question of Mr. Fayard building a distribution center. Lyn explained that according to Mr Fayard, it should be a laydown yard and of warehouses similar to what is already there. Mike Dees of Riverchase spoke up and said that it was his

Understanding as well that this was his intent and not distribution center
The discussion for the Residential lots ~~were~~ were disussed in detal about lot size and min. Sq. ~~feet~~ Footage. Lyn explained that he typically builds 2,000ft or larger custom homes and the lot sizes will avg. 85' x 150. The neighbors wanted to make sure there will be covenants + restrictions I ~~be~~ assured there would.

- Further discussion about privacy for the Riverchase neighborhood specifically the South end where there is minimal tree coverage. We discussed having some common ground between the two parties by planting cedar trees on the west side of the road on the prop. line of the owners of the Riverchase Lots.

There was a question asked to Lyn about the time frame moving forward and Lyn explained to them that he would turn in the minutes, ~~and~~ & Record from this meeting, and sign in sheet March 26th 2025. At that time planning will notify us of a meeting that will take place that we will attend to discuss with City planning.

~~For the people that~~ were ~~all~~ there attending ~~the meeting, there appeared to be mostly positive~~

~~For the most part, the~~ I

The general consensus of the meeting ended on a positive note As ~~t~~ they understood our plan in moving forward.

Meeting was adjourned @ 4:~~0~~52 pm.

HOFFMAN LEROY
4611 GENERAL RD
MOBILE AL 36619
1

ROONEY DAVID
7630 CAMERON CT
MOBILE AL 36695
2

PARKER KATHLEEN
5960 RIVERCHASE DR S
MOBILE AL 36619
3

GAYLORD BRUCE WALTER & PAMELA KAY GAYLORD
6020 RIVERCHASE DR S
MOBILE AL 36619
4

LEACH JEFFREY ROBERT & JONELLE KEARLEY LEACH AS TRUSTEES (MORE)
6030 RIVERCHASE DR S
MOBILE AL 36619
5

OLDSHUE JERRY C JR & PAIGE OLDSHUE
6000 RIVERCHASE DR S
MOBILE AL 36619
6

MARKS SEAN PAUL & ELIZABETH ALDRIDGE HARRIS MARKS
5950 RIVERCHASE DR S
MOBILE AL 36619
7

BIERMAN TODD & CAROLINE BIERMAN
6399 N COUNTY ROAD 1200E
CHARLESTON IL 61920
8

JONES GLENDA DARLENE & DWAYNE CLARK JONES
6052 RIVERCHASE DR S
MOBILE AL 36619
9

HARTIN CHARLES WILLIAM JR
6060 RIVERCHASE DR S
MOBILE AL 36619
10

RANGELINE ROAD PROPERTIES L L C, AS ASSIGNEE OF
3520 SCENIC DR
MOBILE AL 36605
11

BG BAYOU PROPERTIES LLC
6110 RANGELINE RD
THEODORE AL 36582
12

WITT CHANCE & HEATHER WITT
5880 RIVERCHASE DR N
MOBILE AL 36619
13

BAILEY BRIAN R & JUDY C
5990 RIVERCHASE DR S
MOBILE AL 36619
14

SEWELL JAMES W & STEPHANIE M BENDER
6070 RIVERCHASE DR S
MOBILE AL 36619
15

RIZK SIMON GEORGES & SUSAN CAROLINE RIZK
6094 RIVERCHASE DR S
MOBILE AL 36619
16

DONALD RANDALL N & JOANNA N DONALD
5810 RIVERCHASE DR N
MOBILE AL 36619
17

HAMMONTREE ANTHONY W & MITZI
5830 RIVERCHASE DR N
MOBILE AL 36619
18

MORROW BILLY RONALD & LYNNELL C
5840 RIVERCHASE DR N
MOBILE AL 36619
19

COOPER PATRICIA V, ANTHONY A COOPER, LYNNELL C MORROW AND
900 HILLCREST RD STE A5
MOBILE AL 36695
20

MCKEE JOSHUA JOSEPH & KELSEY CATHERINE RINGEL MCKEE
5920 RIVERCHASE DR N
MOBILE AL 36619
21

LITTLE BRIAN HEITH & ALLISON NELSON LITTLE
5870 RIVERCHASE DR N
MOBILE AL 36619
22

DEES FRANK M & SHEREE L
5860 RIVERCHASE DR N
MOBILE AL 36619
23

MARKS SEAN PAUL & ELIZABETH ALDRIDGE HARRIS MARKS
5950 RIVERCHASE DR S
MOBILE AL 36619
24

LEACH JEFFREY ROBERT & JONELLE KEARLEY LEACH AS TRUSTEES (MORE)
6030 RIVERCHASE DR S
MOBILE AL 36619
25

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619
26

JOHN FAYARD REAL ESTATE LLC
P O BOX 2189
GULF PORT MS 39505
27

THOMPSON PROPERTIES LLC
2136 MARCHFIELD DR W
MOBILE AL 36693
28

Add a Caption

Friday • Mar 7, 2025 • 2:01 PM Adjust

IMG_4573

Apple iPhone 15 Pro Max HEIF

Main Camera — 24 mm ƒ1.78

24 MP • 4284 × 5712 • 5.1 MB

ISO 80 | 24 mm | 0 ev | ƒ1.78 | 1/4310 s

Add a location...

John Fayard Moving & Warehousing, L.L.C.

P.O. Box 2189 • Gulfport, MS 39505
Phone (228) 864-2262 • (866) 862-0867

March 31, 2025

To whom it may concern:

I, John Fayard, nominate Lynn Nolen to be my proxy for the purposes of rezoning the property at 6030 Rangeline Road Mobile, Alabama 36619, Lot 1 & Lot 2. I grant him full permission to act in my absence.

Thank you,

John Fayard

Add a Caption

Friday • Mar 7, 2025 • 1:48 PM Adjust

IMG_4570

Apple iPhone 15 Pro Max HEIF

Main Camera — 24 mm ƒ1.78

12 MP • 3024 × 4032 • 1.7 MB

ISO 64 | 83 mm | 0 ev | ƒ1.78 | 1/4310 s

Add a location...

Add a Caption

Look Up **Plant** >

Friday • Mar 7, 2025 • 1:57 PM Adjust

IMG_4571

Apple iPhone 15 Pro Max HEIF

Main Camera — 24 mm ƒ1.78

24 MP • 4284 × 5712 • 4.9 MB

ISO 80	24 mm	0 ev	ƒ1.78	1/3247 s

Add a location...

Add a Caption

Friday • Mar 7, 2025 • 1:57 PM Adjust

IMG_4572

Apple iPhone 15 Pro Max HEIF

Main Camera — 24 mm ƒ1.78

12 MP • 3024 × 4032 • 762 KB

ISO 64 | 89 mm | 0 ev | ƒ1.78 | 1/1724 s

Add a location...

PROPOSED LOT 1

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, D.R. TAYLOR SUBDIVISION, AS RECORDED IN MAP BOOK 81, PAGE 34 IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE ALABAMA, SAID POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE; THENCE RUN S24°40'54"W, ALONG THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, 260.06 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2093.86 AND A DELTA ANGLE OF 3°25'19"; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE, AN ARC LENGTH OF 125.05 FEET (CHORD BEARS S25°55'29"W, 125.03 FEET) TO A POINT; THENCE RUN S79°20'04"W, 203.40 FEET TO A POINT ON A CURVE, CONCAVING TO THE NORTHWEST, HAVING A RADIUS OF 1939.86, AND A DELTA ANGLE OF 3°01'00"; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, AN ARC LENGTH OF 102.13 FEET (CHORD BEARS S34°47'15"W, 102.12 FEET) TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID CURVE, AN ARC LENGTH OF 591.21 FEET (CHORD BEARS S43°56'33"W, 588.93 FEET) TO THE P.R.C. OF A CURVE TO THE LEFT, HAVING A RADIUS OF 994.96 AND A DELTA ANGLE OF 40°36'18"; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE, AN ARC LENGTH OF 705.12 FEET (CHORD BEARS S32°22'12"W, 690.46 FEET) TO THE P.T. THEREOF; THENCE RUN S12°03'36"W, ALONG SAID EAST RIGHT-OF-WAY LINE, 607.84 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 984.93, AND A DELTA ANGLE OF 15°28'10"; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE, AN ARC LENGTH OF 265.92 FEET (CHORD BEARS S19°48'44"W, 265.12 FEET) TO A POINT; THENCE RUN S76°08'34"E, 155.84 FEET TO A POINT; THENCE RUN N13°29'55"E, 1093.06 FEET TO A POINT; THENCE RUN N41°48'43"E, 256.16 FEET TO A POINT; THENCE RUN N44°37'16"E, 777.93 FEET TO A POINT; THENCE RUN N57°48'06"W, 151.81 FEET TO THE POINT OF BEGINNING.

PROPOSED LOT 2

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, D.R. TAYLOR SUBDIVISION, AS RECORDED IN MAP BOOK 81, PAGE 34 IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE ALABAMA, SAID POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE; THENCE RUN S89°34'47"E, ALONG THE NORTH LINE OF SAID LOT 1, 67.38 FEET TO A POINT; THENCE RUN S0°16'27"W, ALONG THE EAST LINE OF SAID LOT 1, 774.20 FEET TO A POINT BEING THE SOUTHWEST CORNER OF SAID LOT 1; THENCE CONTINUE ALONG SAID LINE, S0°16'27"W, 89.83 FEET TO A POINT BEING THE NORTHWEST CORNER OF LOT 1, RANGE LINE - HAMILTON INDUSTRIAL PARK, THIRD ADDITION, AS RECORDED IN MAP BOOK 46, PAGE 22 IN THE OFFICE OF THE JUDGE OF PROBATE COURT; THENCE RUN ALONG THE NORTH LINE OF SAID SUBDIVISION, N60°02'53"E, 555.24 FEET TO A POINT LOCATED ON THE WEST RIGHT-OF-WAY

LINE OF RANGE LINE ROAD; THENCE RUN S29°49'45"E, ALONG SAID RIGHT-OF-WAY LINE, 1050.11 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF LOT "A", FAYARD SUBDIVISION, AS RECORDED IN MAP BOOK 74, PAGE 71 IN THE OFFICE OF THE JUDGE OF PROBATE COURT; THENCE RUN S60°05'24"W, ALONG THE SOUTH LINE OF SAID LOT "A", 2018.52 FEET TO A POINT BEING THE SOUTHWEST CORNER OF LOT "A"; THENCE RUN N76°08'34"W, 595.30 FEET TO A POINT; THENCE RUN N13°29'55"E, 1093.06 FEET TO A POINT; THENCE RUN N41°48'43"E, 256.16 FEET TO A POINT; THENCE RUN N44°37'16"E, 777.93 FEET TO A POINT; THENCE RUN N57°48'06"W, 151.81 FEET TO A POINT BEING THE SOUTHEAST CORNER OF SAID LOT 1 OF D.R. TAYLOR SUBDIVISION, LOCATED ON A CURVE, CONCAVING TO THE NORTHWEST, HAVING A RADIUS OF 1939.86, AND A DELTA ANGLE OF 3°01'00"; THENCE RUN NORTHEASTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, AN ARC LENGTH OF 102.13 FEET (CHORD BEARS N34°47'15"E, 102.12 FEET) TO A POINT; THENCE RUN N79°20'04"E, 203.40 FEET TO A POINT ON A CONCAVING CURVE TO THE NORTHWEST WITH A RADIUS OF 2093.86 FEET; THENCE RUN ALONG SAID CURVE, 125.05 FEET (CHORD BEARS: N25°55'29"E, 125.03 FEET) THENCE RUN N24°40'54"E, 260.06 FEET TO THE POINT OF BEGINNING.

HOFFMAN LEROY
4611 GENERAL RD
MOBILE AL 36619

JOHN FAYARD REAL ESTATE LLC
P O BOX 2189
GULFPORT MS 39505

HOFFMAN LEROY
4611 GENERAL RD
MOBILE AL 36619

ROONEY DAVID
7630 CAMERON CT
MOBILE AL 36695

RANGELINE ROAD PROPERTIES L L C, AS ASSIGNEE OF
3520 SCENIC DR
MOBILE AL 36605

BG BAYOU PROPERTIES LLC
6110 RANGELINE RD
THEODORE AL 36582

MCGOWIN PROPERTIES LTD C/O BAILEY BRIAN ROWELL
5990 RIVERCHASE DR S
MOBILE AL 36619

THOMPSON PROPERTIES LLC
2136 MARCHFIELD DR W
MOBILE AL 36693

WITT CHANCE & HEATHER WITT
5880 RIVERCHASE DR N
MOBILE AL 36619

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

HOFFMAN LEROY
4611 GENERAL RD
MOBILE AL 36619

JOHN FAYARD REAL ESTATE LLC
P O BOX 2189
GULFPORT MS 39505

HOFFMAN LEROY
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MOBILE AL 36619

ROONEY DAVID
7630 CAMERON CT
MOBILE AL 36695

RANGELINE ROAD PROPERTIES L L C, AS ASSIGNEE OF
3520 SCENIC DR
MOBILE AL 36605

BG BAYOU PROPERTIES LLC
6110 RANGELINE RD
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COOPER PATRICIA V, ANTHONY A
COOPER, LYNNELL C MORROW AND
900 HILLCREST RD STE A5
MOBILE AL 36695

MCKEE JOSHUA JOSEPH & KELSEY
CATHERINE RINGEL MCKEE
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MARKS SEAN PAUL & ELIZABETH
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LEACH JEFFREY ROBERT & JONELLE
KEARLEY LEACH AS TRUSTEES (MORE)
6030 RIVERCHASE DR S
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OLDSHUE JERRY C JR & PAIGE OLDSHUE
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CHARLESTON IL 61920

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Planning Commission
April 17, 2025

Agenda Item # 12

SUB-003226-2025 & ZON-UDC-003228-2025

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
5945, 6000, & 6030 Rangeline Road, and 5933 Rabbit Creek Drive

Subdivision Name:
Rangeline/Rabbit Creek Drive Subdivision

Applicant / Agent:
John Fayard Real Estate, LLC

Property Owners:
John Fayard Real Estate, LLC

Current Zoning:
R-A, Residential Agriculture District
& B-5, Office Distribution District

Proposed Zoning:
R-1, Single-Family Residential Suburban District,
& B-5, Office Distribution District

Future Land Use:
Low Density Residential, Light Industry
& Heavy Industry

Applicable Codes, Policies, and Plans:

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

Proposal:

- Subdivision approval to create two (2) legal lots of record.
- Rezoning from R-A & B-5, to R-1 & B-5
  - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

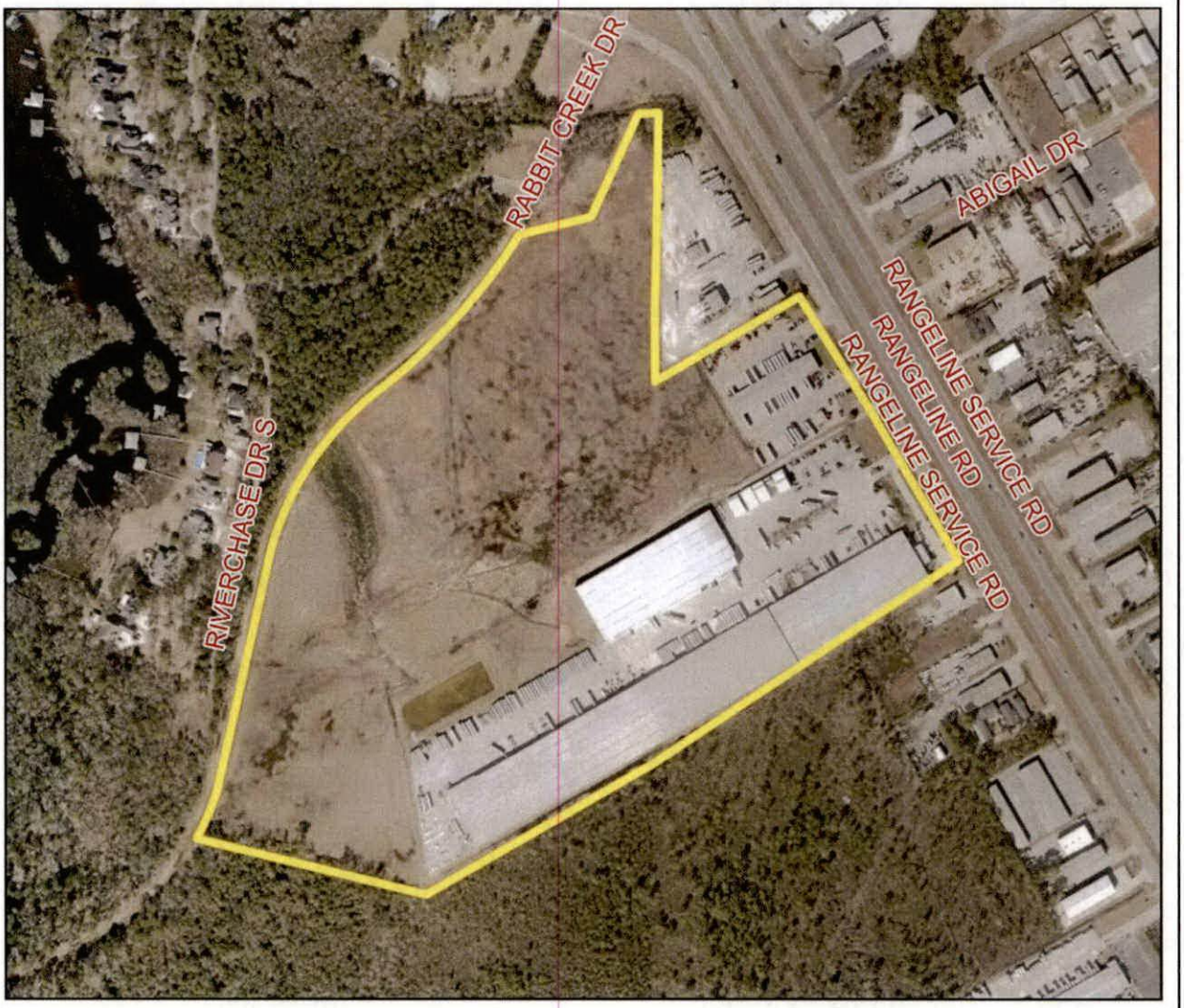
Commission Considerations:

1. Subdivision proposal with ten (10) conditions; and
2. Rezoning with three (3) conditions.

Report Contents: **Page**

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

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units to the west, and industrial and commercial units to the east.

APPLICATION NUMBER 12 DATE April 17, 2025

APPLICANT Rangeline/Rabbit Creek Drive Subdivision

REQUEST Subdivision, Rezoning from R-A and B-5 to R-1 and B-5

N

NTS

SITE HISTORY

Portions of the overall site have been the subject of the following subdivision approvals, prior to their annexation into Mobile City limits:

- Rangeline Hamilton Industrial Park Subdivision, Third Addition, a one (1)-lot subdivision approved and recorded in 1990;
- Fayard Subdivision, a one (1)-lot subdivision approved and recorded in 1997; and
- D R Taylor Subdivision, a one (1)-lot subdivision approved and recorded in 1998.

The remaining portion of the overall site is composed of two (2) metes-and-bounds parcels.

Rezoning of the associated properties from R-1, Single-Family Residential District, to R-A, Residential Agriculture District, and B-5, Office Distribution District, was adopted by City Council as part of the site's annexation into Mobile City limits in 2009.

There are Planning Commission or Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Subdivision:

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
C. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
D. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 11.
E. Show and label each and every Right-Of-Way and easement.
F. Rabbit Creek Dr. is currently not open for use. The road, and a turnaround, must be permitted, constructed and accepted prior to issuing a CO to any proposed structure on LOT 1.
G. 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.
H. 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.
I. 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.

J. 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.
K. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
L. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

Subdivision

The purpose of this application is to create two (2) legal lots of record from three (3) legal lots of record and two (2) metes-and-bounds parcels. The site is served by public water and sanitary sewer.

The proposed lots each have frontage along Rabbit Creek Drive, a minor street without curb and gutter requiring a 60-foot-wide right-of-way. Proposed Lot 2 also has frontage along Rangeline Road, an ALDOT-maintained Principal Arterial Street requiring a 300-foot-wide right-of-way at this location. The preliminary plat depicts a sufficient right-of-way width along Rabbit Creek Drive, making additional dedication unnecessary, but the plat depicts a varying right-of-way along Rangeline Road. Internal map images and parcel data indicate there is sufficient right-of-way along Rangeline Road; therefore, if approved, the plat should be revised to illustrate the minimum existing right-of-way width or a 300-foot-wide right-of-way along Rangeline Road (whichever is greater).

Proposed Lot 2 would be considered a double-frontage lot, which is discouraged by Section 6.C.7. of the Subdivision Regulations; however, access to Rabbit Creek Drive may help alleviate potential traffic impacts along Rangeline Road depending on future development and use of the property, suggesting a waiver of Section 6.C.7. may be appropriate.

Both lots exceed the minimum size and area requirements for lots served by public water and sanitary sewer in the site's existing and proposed zoning district classifications and are appropriately labeled with this information in square feet and acres on the preliminary plat, as required by Section 5.A.2(e)(4) of the Subdivision Regulations. If approved, this information should be retained on the Final Plat, adjusted for any required dedication.

The lots exceed the minimum width requirements of Sections 6.C.2(b)(2) and 6.C.2(b)(4) of the Subdivision Regulations for residential and non-residential lots along both street frontages.

A 25-foot front yard setback is illustrated along each street frontage, in compliance with the dimensional requirements of Article 2 for each existing and proposed zoning classification, as required by Section 5.C.2.(i) of the Subdivision Regulations. This information should be retained on the Final Plat, if approved, adjusted for any required dedication.

Multiple easements are illustrated on the preliminary plat. If approved, a note should be placed on the Final Plat stating no structures shall be constructed in any easement without permission of the easement holder.

If approved, the subdivision would result in the split zoning of Lot 2, between the R-A and B-5 zoning districts. As such, the request for Subdivision Approval will be contingent upon approval of the associated Rezoning request.

Rezoning

As mentioned, if the subdivision request is approved it will result in the split zoning of Lot 2, between the R-A and B-5 zoning districts. The applicant's justification for the rezoning, which can be viewed using the link on Page 1 of the report, is to modify the zoning district boundaries to be compatible with the proposed subdivision, to eliminate the potential for the split zoning, but also to rezone portions of the property zoned R-A (proposed Lot 1) to R-1, Single-Family Residential Suburban District, to accommodate future development of the site with single-family dwellings. The resulting B-5 portion of the site (proposed Lot 2) is currently developed for use as a warehousing and distribution center, and the site plan does not show any additional development of that site at this time.

The site is surrounded by properties zoned I-1, Light Industry District, to the North and East; B-5, Office-Distribution District, to the East and South; R-A, Residential Agriculture District, to the South and West; and R-1, Single-Family Residential Suburban District, to the West. Most of the adjacent properties in the B-5 and I-1 zoning district are developed for commercial and industrial use, whereas the adjacent residentially zoned properties are undeveloped.

Subdivision of the property suggests rezoning of the site, in general, is necessary, especially to eliminate the potential for split zoning. Considering the rezoning request is for zoning designations with greater use restrictions than those in other residential and commercial districts, approving the request may be appropriate in that it would have little, if any, impact to the surrounding neighborhood.

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 Section 6.C.7. of the Subdivision Regulations (for double frontage) will be required and the following conditions could apply:

1. Revision of the plat to illustrate the minimum existing right-of-way or, if less than 300 feet, dedication to provide 150 feet from the centerline of Rangeline Road;
2. Retention of the 60-foot-wide right-of-way along Rabbit Creek Drive;
3. Retention of the lot sizes in both square feet and acres on the Final Plat, adjusted for any required dedication;
4. Retention of the 25-foot front yard setback along each street frontage, adjusted for any required dedication, in compliance with Section 5.A.2(f) of the Subdivision Regulations, and with Article 2 of the Unified Development Code;
5. Placement of a note on the Final Plat stating no structures shall be constructed in any easement without permission of the easement holder;
6. Completion of the Rezoning request to eliminate the potential for any split-zoned lots;
7. Compliance with all Engineering comments noted in this staff report;
8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;

9. Compliance with all Urban Forestry comments noted in this staff report; and,
10. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

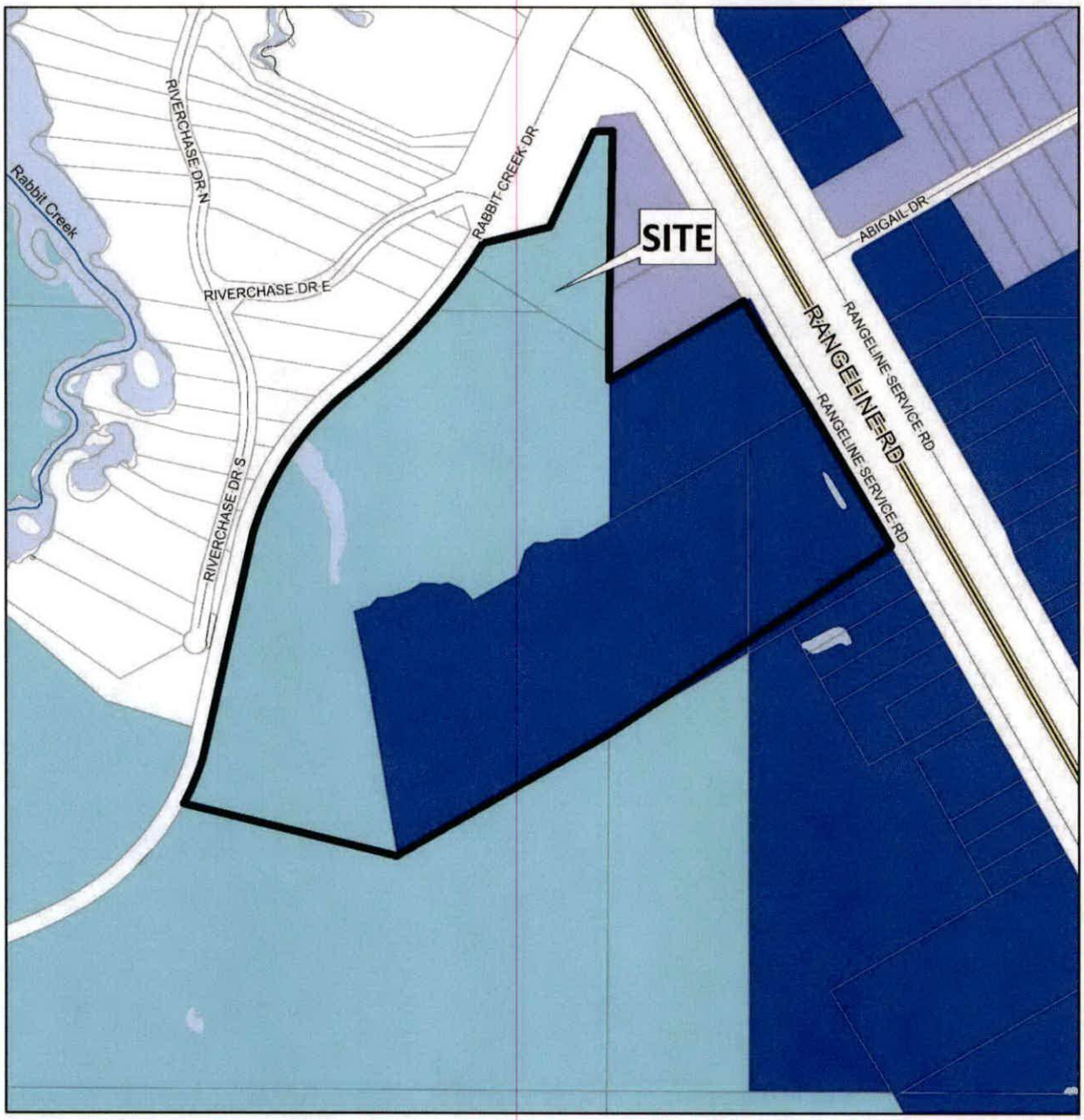
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

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

LOCATOR ZONING MAP



APPLICATION NUMBER 12 DATE April 17, 2025

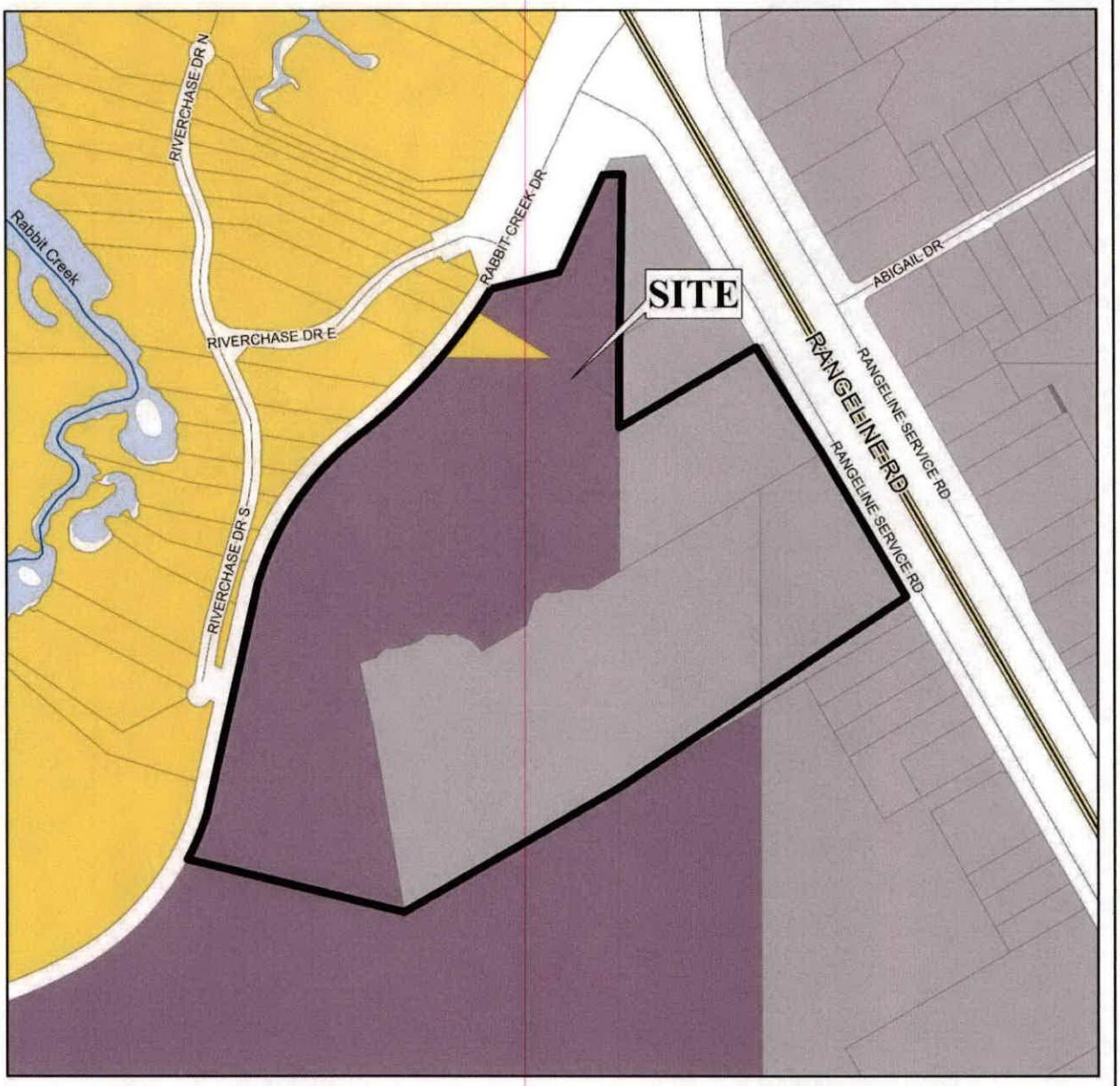
APPLICANT Rangeline/Rabbit Creek Drive Subdivision

REQUEST Subdivision, Rezoning from R-A and B-5 to R-1 and B-5

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE April 17, 2025

APPLICANT Rangeline/Rabbit Creek Drive Subdivision

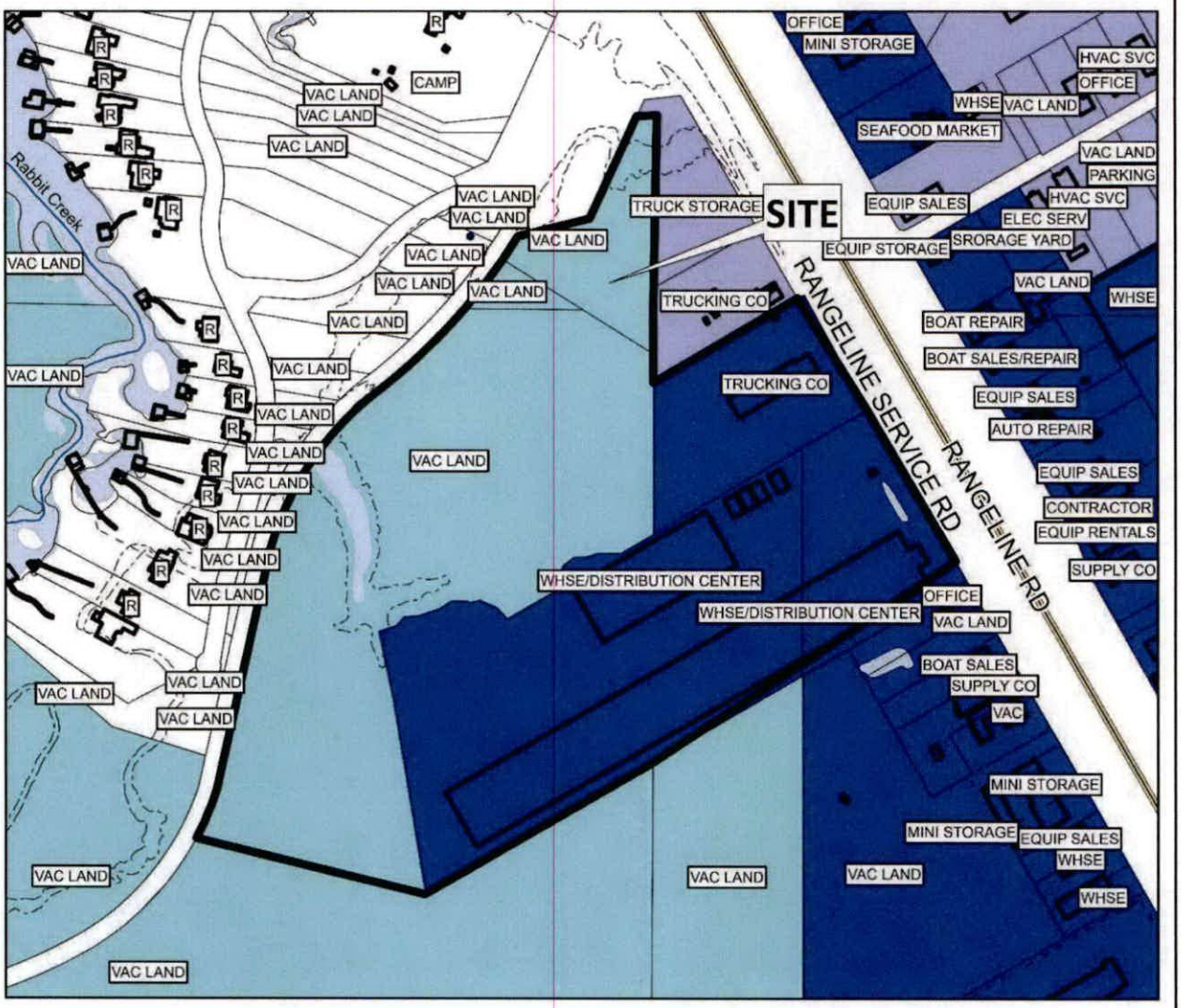
REQUEST Subdivision, Rezoning from R-A and B-5 to R-1 and B-5

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units to the west, and industrial and commercial units to the east.

APPLICATION NUMBER 12 DATE April 17, 2025

APPLICANT Rangeline/Rabbit Creek Drive Subdivision

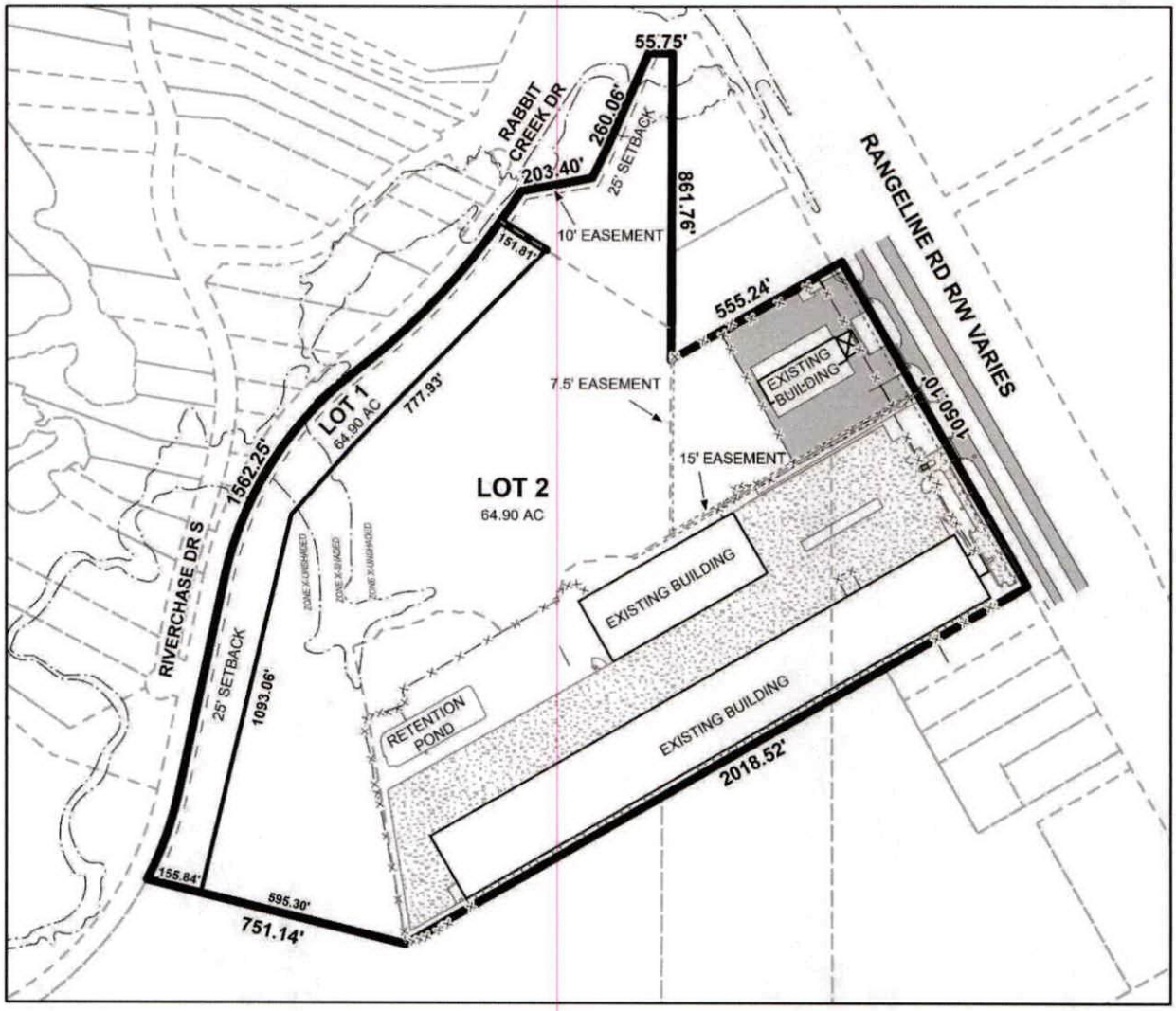
REQUEST Subdivision, Rezoning from R-A and B-5 to R-1 and B-5

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	

N

NTS

SITE PLAN



The site plan illustrates the proposed subdivision, setbacks, flood zones, and existing building.

APPLICATION NUMBER 12 DATE April 17, 2025 APPLICANT Rangeline/Rabbit Creek Drive Subdivision REQUEST Subdivision, Rezoning from R-A and B-5 to R-1 and B-5	N NTS

Residential Land Use

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

LIGHT INDUSTRY (LI)

This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. If a light industrial use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements. This designation may also include uses such as complementary offices and retail.

LI also includes areas that may be regarded as "industrial business", where the land uses include business administration and logistics operations for industrial concerns, building trade contractors facilities and advance research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks. Many parcels used for industrial business are smaller and scattered throughout Mobile. For this reason, these parcels are not singled out in the FLUM, but rather are addressed through zoning.

Light industrial uses are characterized by attractive, accessible and connected development, compatible with the character of surrounding neighborhoods. Development may take the form of planned campuses in park-like settings or unified design corridors, with consideration to factors such as site and building orientation, building design, landscaping and buffering, lighting, continuity of pedestrian networks, access and connectivity to transit and to freight transportation.

Heavy commercial and, in some cases, high-density residential land uses may serve as transitions between LI and other, lower-intensity land use designations. Protection buffers may also be required by zoning.

HEAVY INDUSTRY (HI)

This designation applies to larger parcels primarily devoted to high-impact industrial activity which is preferably removed from residential and commercial uses. Light industry, industrial business or heavy commercial lands may separate heavy industry from other land uses.

Heavy industrial areas include collection, treatment, and manufacturing processes which use raw materials, are distinguished by the presence of noise, vibration, and/or odors, and benefit from easy access to a multimodal freight transportation network. Certain types of heavy industry are characterized by low building coverage and activities that rely on large areas of outdoor storage of raw material stockpiles and/or waste-product disposal areas, storage tanks, pipelines, and transportation yards to handle the transfer of heavy materials. The outdoor storage areas should be screened as much as possible by the nature of the stored materials.

Land designated as HI may be underdeveloped due to the presence of wetlands on portions of the parcel. In these cases, the wetlands may serve to buffer surrounding uses from the potential impacts of the heavy industrial use. Undeveloped areas of HI parcels that have tree cover may be used as buffering between the heavy industrial use and other uses. Where buffers do not exist naturally, they should be provided as spelled out in the zoning and subdivision regulations. Open areas reserved for dredge disposal are also designated as HI and may contain wetlands.

In Mobile, port terminal facilities, docks, shipyards, drydocks, etc., are mostly owned by the State of Alabama. Although not subject to local zoning, these facilities are shown as heavy industrial uses in the FLUM.

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)

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 Planning Approval for Property
Located at the northwest corner Loyola Lane and Provident Lane

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 17, 2025**, a public hearing will be held on the **22nd** day of **July**, 2025, at 10:30 a.m., to consider adoption of an ordinance for the modification of a Previously Approved Planning Approval for property located at the northwest corner of Loyola Lane and Provident Lane to allow construction of a soccer field.

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 Planning Approval was approved on June 15, 2023, to allow the expansion of an existing church school in an R-1, Single-Family Residential Suburban District, on property located at the Northwest corner of Loyola Lane and Provident Lane and described as follows:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.9 ACRES, MORE OR LESS.

ALSO:

THE PROPERTY BOUNDED ON THE NORTH BY OLD SHELL ROAD, BOUNDED ON THE EAST BY DOGWOOD LANE, BOUNDED ON THE SOUTH BY LOYOLA LANE, AND BOUNDED ON THE WEST BY PROVIDENT LANE. CONTAINING 4.6 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHEAST CORNER OF LOYOLA LANE AND COLLEGE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN EASTWARDLY 500 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING EASTWARDLY ALONG SAID

SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN A DISTANCE OF 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 500 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 11.3 ACRES, MORE OR LESS.

ALSO:

LOT 2, ST. PAUL'S EPISCOPAL SUBDIVISION OF OLD SHELL ROAD AS RECORDED IN INST. #2024074212.

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, T4S— R2W, MOBILE COUNTY, ALABAMA, RUN N 00" 45' 40" W 1869.12 FEET TO A POINT; THENCE RUN S 89" 22' 19" W 621.46 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65 WITH THE SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89" 22' 19" W 215.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 00" 02' 11" E 59.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89" 57' 49" W 70 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 00" 02' 11" W 58.94 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89" 22' 19" W 565.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 00" 37' 41" E 105 FEET TO A POINT; THENCE RUN S 80" 00' 51" W 369.78 FEET TO A POINT; THENCE RUN S 48" 23' 15" W 320 FEET TO A POINT; THENCE RUN S 00" 37' 41" E 205 FEET TO A POINT; THENCE RUN S 51" 12' 53" W 356.09 FEET TO A POINT; THENCE RUN S 89" 22' 19" W 657.52 FEET TO A POINT; THENCE RUN N 61" 01' 25" W 253.03 FEET TO A POINT; THENCE RUN N 00" 37' 41" W 157 FEET TO A POINT; THENCE RUN N 89" 22' 19" E 172 FEET TO A POINT; THENCE RUN N 42" 29' 24" W 245.66 FEET TO A POINT; THENCE RUN N 00" 37' 41 " W 115.04 FEET TO A POINT; THENCE RUN N 89" 22' 19" E 335.94 FEET TO A POINT; THENCE RUN N 00" 37' 41" W 105 FEET TO A POINT; THENCE RUN N 59" 28' 08" W 125.62 FEET TO A POINT; THENCE RUN N 00" 37' 41" W 50 FEET TO A POINT; THENCE RUN N 00" 19' 46" W 16.50 FEET TO A POINT; THENCE RUN N 89" 22' 19" E 492.67 FEET TO A POINT; THENCE RUN S 00" 07' 19" W 16.50 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 89" 22' 19" E 1378.90 FEET TO THE POINT OF BEGINNING. CONTAINING 25.2 ACRES, MORE OR LESS.

ALL CONTAINING 49 ACRES, MORE OR LESS.

WHEREAS, on April 21, 2025, the owner of said property applied for a Major Modification of the Planning Approval allowing expansion of an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on May 15, 2025, and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. 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 Planning Approval is hereby approved with the following required conditions:

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. 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 synopsized 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 22nd day of July, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 25th 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 the **Northwest corner of Loyola Lane and Provident Lane.**

The proposed amendment will modify a Planning Approval that was approved for said location on **June 15, 2023.** The owner of said property has applied for a Major Modification of the Planning Approval **allowing expansion of an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field.** If approved, the major modification **to allow construction of a soccer field** is subject to the following proposed conditions: 1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations. 2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024); 3. Placement of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 4. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and, 5. 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 Planning Approval was approved on **June 15, 2023,** to allow the expansion of an existing church school in an R-1, Single-Family Residential Suburban District, on property located at the **Northwest corner of Loyola Lane and Provident Lane** and described as follows:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.9 ACRES, MORE OR LESS.

ALSO:

THE PROPERTY BOUNDED ON THE NORTH BY OLD SHELL ROAD, BOUNDED ON THE EAST BY DOGWOOD LANE, BOUNDED ON THE SOUTH BY LOYOLA LANE, AND BOUNDED ON THE WEST BY PROVIDENT LANE. CONTAINING 4.6 ACRES, MORE OR LESS.

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LOT 2, ST. PAUL'S EPISCOPAL SUBDIVISION OF OLD SHELL ROAD AS RECORDED IN INST. #2024074212.

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ALL CONTAINING 49 ACRES, MORE OR LESS.

WHEREAS, on April 21, 2025, the owner of said property applied for a Major Modification of the Planning Approval **allowing expansion of an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **May 15, 2025,** and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. 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 Planning Approval is hereby approved with the following required conditions:

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. 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

St. Paul's Episcopal School
Northwest Corner of Loyola Lane and Provident Lane
Council District 7
Gina Gregory

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

June 9, 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 **St. Paul's Episcopal School** for a Major Modification of a previously approved Planning Approval **allowing expansion of an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field** for property at the **Northwest corner of Loyola Lane and Provident Lane.**

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

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

PLANNING AND ZONING
9 JUN 2025 AM9:13

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION
June 4, 2025
AMENDED

St. Paul's Episcopal School
161 Dogwood Lane
Mobile, Alabama 36608

Re: Northwest corner of Loyola Lane and Provident Lane
MOD-003325-2025
St. Paul's Episcopal School
District 7
Major Modification of a previously approved Planning Approval allowing expansion of an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field

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 Findings of Fact to support modification of the previously approved Planning Approval:

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 Planning Approval Modification to the City Council, subject to the following conditions:

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.

2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$657.40** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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
Stephen Guthrie
Deputy Director of Planning and Zoning

PLANNING AND ZONING
9 JUN 2025 AM9:13

Outlook

MOD-003324-2025

From Heather White <hnidifferwhite@gmail.com>
Date Tue 5/6/2025 7:42 AM
To Planning <planning@cityofmobile.org>

Some people who received this message don't often get email from hnidifferwhite@gmail.com. Learn why this is important

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

This email includes concerns about the planned development of a soccer field within the St. Paul's Episcopal School's campus.

We want to make sure that the school will not remove the trees that line Old Shell Road between Provident and College Lanes.

These trees not only are beautiful, but provide shade, privacy, and noise buffers between the school road and the residences across the street from the school grounds. Removal of the trees would leave an unsightly gap in foliage along Old Shell in Spring Hill.

We love living in leafy, green Spring Hill and want to preserve the natural and carefully planned green spaces here.

Thank you for your consideration before moving forward with these major modifications.

Bradley and Heather White
3940 McRee Lane
Mobile 36608
678.576.0027
Hnidifferwhite@gmail.com

Outlook

MOD-003324-2025 St. Paul's Soccer Field expansion

From James Robertson <jrobertson@jimroblaw.com>
Date Sat 5/3/2025 11:42 AM
To Planning <planning@cityofmobile.org>

Some people who received this message don't often get email from jrobertson@jimroblaw.com. Learn why this is important

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

Dear Sir or Madam:

My wife and I are longtime residents of College Lane, a stone's throw from the proposed soccer fields. Our children are graduates of St. Paul's. The plans submitted do not indicate whether the perimeter trees surrounding the proposed fields will be protected or destroyed.

The current perimeter tree canopy provides much-needed shade and cooling during our six-month summers. The trees enhance the aesthetics of Spring Hill. If the plan proposes to remove the perimeter trees, we strongly object. Cutting down the perimeter trees will not only destroy the benefits of the existing tree canopy, it will also mar the beauty of Spring Hill.

None of the information submitted with the proposed plan addresses the perimeter tree canopy. To cut down the perimeter trees will leave an ugly scar on the land and also increase surface temperatures on that property. Alternatively, the plan does not indicate that new trees would be planted to compensate for removed trees, as required under City of Mobile code.

Given the above, we strongly object to St. Paul's destroying the perimeter tree canopy, if that is in fact the plan.

We further object because the submitted Modification contains no documentation addressing the perimeter tree canopy.

Thank you.

Jean Outlaw Sherman

James E. Robertson, Jr.
254 College Lane

DESCRIPTION OF PUD PROPERTY:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.9 ACRES, MORE OR LESS.

ALSO:

THE PROPERTY BOUNDED ON THE NORTH BY OLD SHELL ROAD, BOUNDED ON THE EAST BY DOGWOOD LANE, BOUNDED ON THE SOUTH BY LOYOLA LANE, AND BOUNDED ON THE WEST BY PROVIDENT LANE. CONTAINING 4.6 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHEAST CORNER OF LOYOLA LANE AND COLLEGE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN EASTWARDLY 500 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN A DISTANCE OF 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 500 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 11.3 ACRES, MORE OR LESS.

ALSO:

LOT 2, ST. PAUL'S EPISCOPAL SUBDIVISION OF OLD SHELL ROAD AS RECORDED IN INST. #2024074212.

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, T4S–R2W, MOBILE COUNTY, ALABAMA, RUN N 00° 45' 40" W 1869.12 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 621.46 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65 WITH THE SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 215.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 00° 02' 11" E 59.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 57' 49" W 70 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 00° 02' 11" W 58.94 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 565.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 00° 37' 41" E 105 FEET TO A POINT; THENCE RUN S 80° 00' 51" W 369.78 FEET TO A POINT; THENCE RUN S 48° 23' 15" W 320 FEET TO A POINT; THENCE RUN S 00° 37' 41" E 205 FEET TO A POINT; THENCE RUN S 51° 12' 53" W 356.09 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 657.52 FEET TO A POINT; THENCE RUN N 61° 01' 25" W 253.03 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 157 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 172 FEET TO A POINT; THENCE RUN N 42° 29' 24" W 245.66 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 115.04 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 335.94 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 105 FEET TO A POINT; THENCE RUN N 59° 28' 08" W 125.62 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 50 FEET TO A POINT; THENCE RUN N 00° 19' 46" W 16.50 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 492.67 FEET TO A POINT; THENCE RUN S 00° 07' 19" W 16.50 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 89° 22' 19" E 1378.90 FEET TO THE POINT OF BEGINNING. CONTAINING 25.2 ACRES, MORE OR LESS.

ALL CONTAINING 49 ACRES, MORE OR LESS.

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:	St. Paul's Episcopal School	
Firm:	Attn: Pam Andrews	
Phone:	(251) 342-6700	
Email:	PAndrews@stpaulsmobile.net	
Address:	161 Dogwood Lane Mobile, AL 36608	

	Owner	Design Professional
Name:	See attached sheet	Don Whittington
Firm:		McCrory & Williams, Inc.
Phone:		(251) 476-4720
Email:		dwhitt@mcwinc.com
Address:		3207 International Drive, Ste. G, Mobile, AL 36606

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

South side of Old Shell Road on the East side of College Lane to McAlpine Drive — Property Address

49+/- Acres — Property Area (acres or square feet)

See attached sheet — Parcel Number(s) or Key Number(s)

R-1 — Present Zoning or Transect District

N/A — 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 Not Applicable

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.

See attached Letters of Authorization — Owner Signature

4-16-25 — Date

Applicant or Agent Signature (if applicable)

4/24/25 — Date

Don Whittington - McCrory & Williams, Inc.

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.

See attached Letters of Authorization — Applicant or Agent Signature

4-16-25 — Date

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.
   St. Paul's has existed and operated in the community as a school for many years. They are requesting a modification to a previously approved Planning Approval to include the additional property they acquired on the East side of Provident Lane between Old Shell Road and Loyola Lane for the construction of 2 soccer fields for student activities only.

   Institutional
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   St. Paul's Episcopal School is a long established school in Mobile and has been operation in an R-1 zoned area for many years. The addition of the proposed soccer fields will not create any additional traffic along Old Shell Road, Provident Lane of Loyola Lane.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   The proposed soccer fields will provide the students a playing field in a closer proximity to their class rooms.

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

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

6. Please provide the following information:

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

1- existing single story 1,056 s.f., 30' tall building will remain.

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

A 6' high privacy fence inside a10' buffer will be provided along the west property line. A wrought iron fence to match the existing along old shell road will be provided.

☐ Lighting:

Soccer fields will be utilized through normal school hours between 7:30 AM & 3:00 PM. No additional light will be needed.

☐ Hours of operation:

8:00 AM to 9:00 PM

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

St. Paul's provides a top tier education for students from grades Pre-K through High School.

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.

With the exception of the existing 1,056 s.f building to remain, the entire area bill be grassed.

Noise will be limited to normal school hours between 7:30 AM & 3:00 PM

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.

Use of this property will benefit students by providing exercise, sportsmanship, and group interaction.

ST. PAUL'S EPISCOPAL SCHOOL
161 DOGWOOD LANE
MOBILE AL 36608

APRIL 16, 2025

City of Mobile
Urban Development Department
Planning Section
PO Box 1827
Mobile, Alabama 36633

To Whom It May Concern:

This letter is to acknowledge that I give McCrory & Williams permission to submit any necessary documents on my behalf for Springhill College. Documents to include a previously approved revised PUD and previously approved revised Planning Approval to allow for the construction of a new locker room within the St. Paul's Campus.

Sincerely,

Pamela R Andrews

Printed Name of Authorized Representative

P Andrews 04/16/25

Signature

Springhill College
4000 Dauphin Street
MOBILE , AL 36608

APRIL 16, 2025

City of Mobile
Urban Development Department
Planning Section
PO Box 1827
Mobile, Alabama 36633

To Whom It May Concern:

This letter is to acknowledge that I give McCrory & Williams permission to submit any necessary documents on my behalf for Springhill College. Documents to include a previously approved revised PUD and previously approved revised Planning Approval to allow for the construction of a new locker room within the St. Paul's Campus.

Sincerely,

Christopher R. Puto Ph.D.

Printed Name of Authorized Representative

Chris R. Puto

Signature

Application Submission
Contact Information

Name of Project St. Paul's Soccer Fields Addition

Address 161 Dogwood Lane

Owner St. Pauls Episcopal School

Address: 161 Dogwood Lane Mobile Al Zip Code 36608

Phone (251) 342-6700 fax Email PAndrews@sttpaulsmobile.net

Authorized Agent McCrory & Williams Inc.

Address 3207 International Dr Mobile Al Zip Code 36606

Phone 251-476-4720 Fax 251-476-4721 Email lmdavis@mcwinc.com

Contractor

Address Zip Code

Phone Fax Email

Civil Engineer

Address Zip Code
36606

Phone Fax Email

Architect

Address Zip Code

Phone Fax Email

Submitted by:

Laura M. Davis Laura M. Davis Date: 4/17/25

Signature Print

St. Paul's has existed and operated as a school for many years. They are requesting to revise the previously approved PUD & PA to allow them to construct two soccer field on their newly acquired property on the South side of Old Shell Road, West side of Provident Lane and North side of Loyola Lane. They will continue using the property in the same manner.

ST. PAUL'S EPISCOPAL SCHOOL
161 DOGWOOD LANE
MOBILE, AL 36608

SPRINGHILL COLLEGE
C/O PRESIDENT & FINANCE OFFICE
4000 DAUPHIN STREET
MOBILE, AL 36608

FRANGOS DINO N & KATHERINE C
3610 THE CEDARS AVE
MOBILE, AL 36608

BEAN PROPERTIES LLC
PO BOX 786
MOBILE, AL 36601

GUY JOHN STACY
4009 OLD SHELL RD #A8
MOBILE, AL 36608

INGE EDWARD HERNDON &
AMANDA HUNTER INGE
4058 OLD SHELL RD
MOBILE, AL 36608

WIZARD PROPERTIES LLC
89 TUTHILL LN
MOBILE, AL 36608

WILRAN NUMBER FIVE LLC
7 YESTER PLACE
MOBILE, AL 36608

SLEDGE ANNE T
121 RIDGELAWN DR E
MOBILE, AL 36608

SAINT-PAUL CARLA
771 HENCKLEY AVE
MOBILE, AL 36608

WILHELM DAVID A & GREER M
PO BOX 81241
MOBILE, AL 36689

LUKE DAN DEALY JR, AS TRUSTEE OF
DAN D LUKE JR TRUST
238 ROLLING HILL DR
DAPHNE, AL 36526

ST. PAUL'S EPISCOPAL CHURCH
4051 OLD SHELL RD
MOBILE, AL 36608

GATES W DAY AS TRUSTEE OF THE
PARISH OF ST PAULS
251 TUTHILL LN
MOBILE, AL 36608

GONZALEZ PAUL JOHN
280 S AVENIDA CABALLEROS
UNIT 126
PALM SPRINGS, CA 92262

DELCHAMPS PAUL EMILE III &
SHARON R
121 DILSTON LN
MOBILE, AL 36608

FRIEDLANDER PAMELA S P
4014 OLD SHELL RD
MOBILE, AL 36608

BRIDGES PAUL E & MARY
110 MYRTLE WOOD LN
MOBILE, AL 36608

ROEDDER GWENDOLYN A
211 LEVERT AVE
MOBILE, AL 36607

FRANKLIN SUSAN B
10 DRURY LN
MOBILE, AL 36608

LANE JOHN M & JOAN H
612 HERNANDO PL
DAUPHIN ISLAND, AL 36528

BAKER GEORGE R & JOYCE P
2170 OLD SHELL RD
MOBILE, AL 36607

CREEL BRUCE & EVA
3762 MOFFETT RD
MOBILE, AL 36618

WHIGHAM ROBERT E III & MEAGHER
LEE WHIGHAM
51 OAKLAND AVE
MOBILE, AL 36608

SMITH BRENT M & KENDALL S SMITH
354 TUTHILL LN
MOBILE, AL 36608

LITTLE GREY HOUSE LLC
4072 OLD SHELL RD
MOBILE, AL 36608

BMAX LLC
4109 URSULINE DR
MOBILE, AL 36608

HUFFSTUTLER NANCY M & JAMES
38 BUEGER RD
MOBILE, AL 36608

COLLINS HOMER R
PO BOX 376
MOBILE, AL 36601

ORLEANS FAMILY LLC
4009 OLD SHELL RD, APT C22
MOBILE, AL 36608

ABBENE MICHAEL M & DEA E
PO BOX 160
SUMMERDALE, AL 36580

SPRINGHILL MANOR LLC
740 MUSEUM DR
MOBILE, AL 36608

JONES BERNICE C
C/O ROBERT D PIERCE JR
18779 SCENIC HWY 98
FAIRHOPE, AL 36532

WHETROCK, LLC
10 AUDUBON PL
FAIRHOPE, AL 36532

BEDSOLE TRAVIS M JR & SUSAN
310 LONG CT
MOBILE, AL 36609

SPANISH VILLA VEST LLC
C/O MICHAEL ELY
6111 PEACHTREE DUNWOODY RD
ATLANTA, GA 30328

BODIE B FRED & JUDY
4606 KINGSWOOD DR S
MOBILE, AL 36608

WALKER WALTON LLC
4068 OLD SHELL RD
MOBILE, AL 36608

BREVARD SIDNEY A III & ELIZABETH B
BREVARD
3766 SOUTH RHONDA DR
MOBILE, AL 36608

TOOMEY PATRICK DOBBIN
PO BOX 530484
BIRMINGHAM, AL 35253

MEADOR ANNE MEREDITH
4272 BIT AND SPUR RD #17
MOBILE, AL 36608

RTD DEVELOPERS LLC
3851 OLD SHELL RD
MOBILE, AL 36608

WALTERS C L JR
650 RIDGEFIELD DR
MOBILE, AL 36608

ALLEN ANDREW W & DIANA F
2166 DAUPHIN ST
MOBILE, AL 36606

FOUNTAIN KATHLEEN FRAZER
24549 VENETIA RD
MOBILE, AL 36605

JUSTICE SHIRLEY M
4010 OLD SHELL RD
MOBILE, AL 36608

GERNHAUSER HENRY & ELAINE
4009-A2 OLD SHELL RD
MOBILE, AL 36608

WALLER JOE P & MARTHA
4009 OLD SHELL RD UNIT D-11
MOBILE, AL 36608

MITCHELL ALICE S
6065 BUCHANAN CR
MCDONOUGH, GA 30252

JAYE VIRGINIA R
4009 OLD SHELL RD UNIT B10
MOBILE, AL 36608

GREGORY VICKI
4009 OLD SHELL RD UNIT B5
MOBILE, AL 36608

BARTER MICHAEL & SUSAN
446 CLUBHOUSE DR
FAIRHOPE, AL 36532

STEPHENS SELDEN H JR
259 TUTHILL LN
MOBILE, AL 36608

JACKSON ROBERT G & WINIFRED
4009 OLD SHELL RD APT E9
MOBILE, AL 36608

MAGGARD DELOIS C
4009 OLD SHELL RD APT E3
MOBILE, AL 36608

DULANEY JOAN B
4009 OLD SHELL RD APT C13
MOBILE, AL 36608

FORD BENJAMIN Y & CAMILLE R
262 TUTHILL LN
MOBILE, AL 36608

RIIS JERI A & ERLING RIIS III
4009 OLD SHELL RD APT E22
MOBILE, AL 36608

WRIGHT WILTON & SHELBY W
252 TUTHILL LN
MOBILE, AL 36608

LURSEN KATHLEEN
4009 OLD SHELL RD APT B12
MOBILE, AL 36608

MCRAE BRENDA C
4009 OLD SHELL RD APT C11
MOBILE, AL 36608

LEON LINDSAY MARGUERITE
4009 OLD SHELL RD APT E24
MOBILE, AL 36608

DAHMER EDWARD C JR
12307 MARGUERITE DR
CODEN, AL 36523

PRINGLE ANNA BELL
4009-D5 OLD SHELL RD
MOBILE, AL 36608

DIAZ MARIA T
4009 OLD SHELL RD #E20
MOBILE, AL 36608

BROUGHTON MARY C
255 TUTHILL LN
MOBILE, AL 36608

BAGWELL CHARLDEEN J
1410 FAIRVIEW ST
GRUNDY, VA 24614

CROFT JAMES STEVEN & THERESA
4009 OLD SHELL RD APT E7
MOBILE, AL 36608

RUSS ROBERT WILSON III
1745 HUNTER AVE
MOBILE, AL 36604

GASTON GEARY A & MARGARET
8120-K HWY 98
SEMMES, AL 36575

FRIEDMAN BARRY & MARJORIE
4006 OLD SHELL RD
MOBILE, AL 36608

LOFTIN MARIAN W AS TRUSTEE OF
CHARLIE W LOFTIN
4004 OLD SHELL RD
MOBILE, AL 36608

CATHOLIC SOCIETY OF RELIGIOUS &
LITERARY EDUCATION
4511 W PINE BLVD, STE. B
ST. LOUIS, MO 63108

AMBERGER NICHOLAS & MELANIE
3940 MCREE LN
MOBILE, AL 36608

LAMAR WILLIAM BIBB III & ROSA
3950 OLD SHELL RD
MOBILE, AL 36608

TROPEANO ANA KARINA
423 E BEACH DR
OCEAN SPRINGS, MS 39564

SMITH DAVID CLAYTON & CHRISTINA
3916 MCREE PL
MOBILE, AL 36608

ELDER MARK J & RAINA F
3962 OLD SHELL RD
MOBILE, AL 36608

CASSITY AMY V
100 DU RHU DR UNIT G
MOBILE, AL 36608

MCELROY JEANNE F & DONNA L
MCELROY
C/O DANIEL BOWLING, EXEC OF EST
339 PATTERSON WAY NE
ATLANTA, GA 30312

HART JUSTIN R & STACEY H
3936 MCREE LN
MOBILE, AL 36608

DRUHAN RHEN & THOMAS J DRUHAN
137 DOGWOOD LN
MOBILE, AL 36608

JOHNSON WYATT & LYDIA K
250 DOGWOOD LN
MOBILE, AL 36608

STEVENS SCOTT D & CAROLINE C
3863 OLD SHELL RD
MOBILE, AL 36608

BROWN SUSAN VALENTINE
3454 LOYOLA LN
MOBILE, AL 36608

BRIGHAM WILLIAM HENRY JR
3452 LOYOLA LN
MOBILE, AL 36608

CHARLES E SMITH & ROSE ANN
TRUSTEES
3450 LOYOLA LN
MOBILE, AL 36608

TALBOTT RICHARD & ROSEMARY
3851 OLD SHELL RD
MOBILE, AL 36608

ATKINS RALPH L
820 ASHWOOD DR E
MOBILE, AL 36693

TAFRA MICHAEL & KAREN
PO BOX 107
DAUPHIN ISLAND, AL 36528

RILEY REGORY LYNN & JAMES DOUGLAS LOUDEN
1902 GOVERNMENT ST
MOBILE, AL 36606

ROBBINS SETH HENRY III
108 DU RHU #C
MOBILE, AL 36608

COOK ROBERT H & JANE E HERRIN
1921 FULLER ST
HATTIESBURG, MS 39401

STANTON BRENDA J
2123 SHEFFIELD CT
MOBILE, AL 36693

PATEL ANGELA
PO BOX 5463
GULF SHORES, AL 36547

HORNER JOHN M JR & ALLISON
4226 BELLEVUE LN
MOBILE, AL 36608

THORNTON ERIN RAE
110 DU RHU DR #C
MOBILE, AL 36608

JOHNSON FRED A & MARTHA T
C/O E MICHAEL JOHNSON
7 DRURY LN
MOBILE, AL 36608

ROBINSON DUDLEY MCNEILL &
WILLIAM C WAECHTER III
258 DOGWOOD LN
MOBILE, AL 36608

WARD MARY COYE & LYNN WARD
112 DU RHU DR #K
MOBILE, AL 36608

HENRY KATHY W & PATRICK D
2859 STARLIT DR W
MOBILE, AL 36693

CMB LP
PO BOX 178
LUCEDALE, MS 39452

MCGUIRE JAMES E
PO BOX 6150
MOBILE, AL 36660

CASTILLO SERGIO A
3850 LLEWELYN DR
MOBILE, AL 36608

ROGERS JOEL S & ANGIE K
100 DU RHU DR #C
MOBILE, AL 36608

ZOGHBY JEFF
131 SEDGEFIELD AVE
FAIRHOPE, AL 36532

CANFIELD LEWIS
276 MAYFLOWER ST
MOBILE, AL 36607

SALES DIRECT LLC
PO BOX 9877
MOBILE, AL 36691

SMP PROPERTIES LLC
5570 NEVIUS RD
MOBILE, AL 36619

KAY INVESTMENTS LLC
C/O JOHN W LASSITER III
1001 CULLOMBURG RD
SILAS, AL 36919

WELLS WILLIAM S
130 DU RHU DR UNIT C
MOBILE, AL 36608

JENSEN WILLIAM O & JUDITH M
812 DOGWOOD LN
TOWNVILLE, SC 29689

BLACKBURN DANIEL G
PO BOX 458
BAY MINETTE, AL 36507

THE COMMONS AT SPRINGHILL
116 DU RHU DR
MOBILE, AL 36608

MCVAY MALCOLM AS TRUSTEE
12185 JESSAMINE ST
MAGNOLIA SPRINGS, AL 36555

TANNER LOIS VIRGINIA LOTT
PO BOX 55
CITRONELLE, AL 36522

MIRROR LAKE RAQUET CLUB
PO BOX 40004
MOBILE, AL 36604

SLAUGHTER ROBERT J
11000 KELLY ROAD
MOBILE, AL 36608

JOHNSTON MARGARET D
1008 HWY 90
MOBILE, AL 36693

KITSOS SARAH M
110 DU RHU DR UNIT H
MOBILE, AL 36608

ROBERTSON MARGARET LYNNN
1008 TEXAS ST
MOBILE, AL 36604

QUINELLY JEFFREY F & HUNTER J QUINNELLY
PO BOX 81449
MOBILE, AL 36689

MORGAN ELISKA & MICHAEL
63 NACK LN
MOBILE, AL 36608

WELLS WILLIAM P JR
106-A DU RHU DR
MOBILE, AL 36608

SLEDGE ANGELA N
114-E DU RHU DR
MOBILE, AL 36608

URBANSKI GREG ANTHONY
PO BOX 81194
MOBILE, AL 36689

HAYES MARTHA P
124 DU RHU DR UNIT D
MOBILE, AL 36608

ZOGHBY JENNA G
131 SEDGEFIELD AVE
FAIRHOPE, AL 36532

MURDOCK NEIL A & MEGAN A
112 DU RHU DR #G
MOBILE, AL 36608

WILLIS ANNA CORINNE
1227 MARSEILLE DR
MOBILE, AL 36693

LADD SAM GAILLARD
102 B DU RHU DR
MOBILE, AL 36608

THAMES MARGARET SUSAN 130-D DU RHU DR
MOBILE, AL 36608

CROOM JOHN T
110 DU RHU DR UNIT D
MOBILE, AL 36608

LEATHERBURY GREGORY L JR & SUSAN T
29514 CANAL RD
ORANGE BEACH, AL 36561

FARMER ZUE I
700 BISHOP LN N
MOBILE, AL 36608

HARVEY TERRY, LILLIAN HARVEY & TERRY HARVEY
1418 HEBRON RD
GROVE HILL, AL 36451

BUTLER JANE C
102 DU RHU DR #D
MOBILE, AL 36608

NICHOLLS CLAIRE & JAMES KEITH
12 SOLDIERS RTE
SPANISH FORT, AL 36527

LITTLE JOE H III
128-A DU RHU DR
MOBILE, AL 36608

WYATT WILLIAM WESLEY
118 DU RHU DR #H
MOBILE, AL 36608

SUTHERLAND ROQUENIA L
118-G DU RHU DR
MOBILE, AL 36608

ANDREWS S GREG
112-C DU RHU DR
MOBILE, AL 36608

SCHOTTGEN LEIGH W
122-E DU RHU DR
MOBILE, AL 36608

MOSTELLER MARY LOU
E/O KENNETH CAIN
82 PLANTATION POINTE #259
FAIRHOPE, AL 36532

WELLS LINDA
112 DU RHU DR APT E
MOBILE, AL 36608

TURK GINA LODESTRO
120 DU RHU DR #C
MOBILE, AL 36608

LIVINGSTON JEANNE MARIE
132-B DU RHU DR
MOBILE, AL 36608

WHITE HUGH LAWSON II
128-J DU RHU DR
MOBILE, AL 36608

FICK STEPHEN F
400 STIRRUP CT
MOBILE, AL 36608

MOLYNEUX JOHN A & REGINA H
122-C DU RHU DR
MOBILE, AL 36608

ROBINSON ROSE M
122 DU RHU DR #F
MOBILE, AL 36608

HOUSTON FLORENCE B
120-B DU RHU DR
MOBILE, AL 36608

JONES EMILIE WALKER
163 HILLSIDE LN
MOBILE, AL 36608

GREER RONALD C JR & DEBBIE
59 NACK LN
MOBILE, AL 36608

JOHNSON JANE C
108-E DU RHU DR
MOBILE, AL 36608

STEWART BRENT EDWARD
130-F DU RHU DR
MOBILE, AL 36608

BOYLES JAMES
114 DU RHU DR UNIT
MOBILE, AL 36608

WELFORD TONY G
100-H DU RHU DR
MOBILE, AL 36608

BROWN EVELYN M
122-A DU RHU DR
MOBILE, AL 36608

POWELL LANIE DION
106-E DU RHU DR
MOBILE, AL 36608

RIGGINS LAURA L
102-C DU RHU DR
MOBILE, AL 36608

NALL CHRISTOPHER ALLEN &
ANNSLEY MARIE ZIMLICH
112-B DU RHU DR
MOBILE, AL 36608

JOHNSTON JOHN Q & LANA D
65 HILLSIDE LN
MOBILE, AL 36608

MANNING ZEBIE DWAYNE & KAREN
PO BOX 434
TOXEY, AL 35921

HALE MARY W
12 MCALPINE DR
MOBILE, AL 36608

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402 ROTHLEY AVE
FAIRHOPE, AL 36532

ESPINOSA MARY HELEN
PO BOX 527444
MIAMI, FL 33152

MORRIS BERTRAM C & KATHERINE M
2305 APPLETREE CT
HUNTSVILLE, AL 36801

HAWK CHARLES W & GAYE HAWK
128 DU RHU DR UNIT M
MOBILE, AL 36608

GREEN MATTHEW S
57 NACK LN
MOBILE, AL 36608

BOYKIN MALLORY, STEPHEN C
BOYKIN & JENNIFER BOYKIN
116-E DU RHU DR
MOBILE, AL 36608

REAMS DORA CERAVOLO & TERESA
A CERAVOLO
59 HILLSIDE LN
MOBILE, AL 36608

DAVID MITCHELL & ASHLEY BRADY
11 MCALPINE DR
MOBILE, AL 36608

HANES ALEXANDER S IV
100-K DU RHU DR
MOBILE, AL 36608

PALMER JULIE M
108-G DU RHU DR
MOBILE, AL 36608

ENGLAND DOROTHY M A LIFE EST
114-F DU RHU DR
MOBILE, AL 36608

LEATHERBURY CATHERINE & THOMAS
GRAVES LEATHERBURY
116-A DU RHU DR
MOBILE, AL 36608

SWEATT DAWN ROBBINS
132-C DU RHU DR
MOBILE, AL 36608

JARDINE JAMES Q
116-D DU RHU DR
MOBILE, AL 36608

TILLOTSON MARTHA S
104-D DU RHU DR
MOBILE, AL 36608

JORDAN JILLIAN R
130-J DU RHU DR
MOBILE, AL 36608

ECKERT PATRICK
128 DU RHU DR APT E
MOBILE, AL 36608

GREEN JAMES ANTONE & LAURIE
151 HILLSIDE DR
MOBILE, AL 36608

ISOM SHAREN D
112-J DU RHU DR
MOBILE, AL 36608

BAILEY SUSAN TODD
112-L DU RHU DR
MOBILE, AL 36608

STEVENS MARYANN CLARK
118-A DU RHU DR
MOBILE, AL 36608

BELL WINIFRED STILES
100-L DU RHU DR
MOBILE, AL 36608

LEARD WILLIAM DAVID
61 HILLSIDE DR
MOBILE, AL 36608

BURKE ELIZABETH MCLAUGHLIN
116-C DU RHU DR
MOBILE, AL 36608

FRIEND JOHN H III
PO BOX 1645
MOBILE, AL 36633

SCOTT PAUL ANTHONY & SHELLY MAY SCOTT
4107 RIDGELAWN DR
MOBILE, AL 36608

BEASLEY SHARRON ANN
4009 OLD SHELL RD, APT C5
MOBILE, AL 36608

HARKNESS MARGARET P
4009 OLD SHELL RD, APT E6
MOBILE, AL 36608

CAZALAS DAVID A
4009 OLD SHELL RD, APT C24
MOBILE, AL 36608

REYNOLDS RUSSELL T
4009 OLD SHELL RD, APT D10
MOBILE, AL 36608

LANHAM DORIS C
4009 OLD SHELL RD, APT D15
MOBILE, AL 36608

TEW MICHAEL B & RHONDA K TEW
516 BUCHANAN DR
DAUPHIN ISLAND, AL 36528

WELLS JUDSON W & BARBARA W WELLS
4009 OLD SHELL RD, APT C19
MOBILE, AL 36608

CLARK LARRY WINSTON & KATHLEEN MARIE CLARK
15 LITTLE GATE WAY
KINGSTON, GA 30145

PIERCE MICHAEL TRAVIS
140 SECRETARIAT PL
MADISON, AL 35756

VICKERS NOAH GATES
4009 OLD SHELL RD, APT A6
MOBILE, AL 36608

HAMILITON CATHRINE V
8706 PATTERSON PATH
LILLIAN, AL 36549

MCDANIEL HUEY G & BUNNIE S
3754 THE CEDARS AVE
MOBILE, AL 36608

MCLEOD ELIZABETH SUZANNE
4009 OLD SHELL RD, APT B2
MOBILE, AL 36608

COOKS LANDING AT BON SECOUR LLC
3755 MORDECAI LN
MOBILE, AL 36608

POND SUE CALDWELL
4009 OLD SHELL RD, APT C21
MOBILE, AL 36608

FREEMAN DAVIS AS TRUSTEE OF MYLES F ENGERSON TRUST
3762 MORDECAI LN
MOBILE, AL 36608

BITTNER RENEE A & LEFFRE R CHERI
510 PINE ST
CAMDEN, SC 29020

LANE DAVID & SUSAN LANE
4810 MUMS CT
MOBILE, AL 36608

MJDM LIVING TRUST OF AUGUST 4, 2020
4009 OLD SHELL RD, APT A5
MOBILE, AL 36608

McCOY AMY McDUFFIE
30846 PARAPET CT
SPANISH FORT, AL 36527

RADCLIFF VIRGINIA STINSON
20 N REED AVE
MOBILE, AL 36604

STOUT PAMELA N, AS TRUSTEE OF
PAMELA STOUT LIVING TRUST
3235 McRAE DR
MOBILE, AL 36695

INGE HERNDON III
4058 OLD SHELL RD
MOBILE, AL 36608

KAUFMAN TIM WILL & SHARON
GATES KAUFMAN
250 COLLEGE LN
MOBILE, AL 36608

BROWN BARRY L & KATHERINE
3970 OLD SHELL RD
MOBILE, AL 36608

FARRELL DANIEL G & JENNIFER P
FARRELL
3966 OLD SHELL RD
MOBILE, AL 36608

MCREE PLACE HOMEOWNERS
ASSOC INC
3940 MCREE LN
MOBILE, AL 36608

BOULO TYLER T JR & JILL G BOULO
251 COLLEGE LN
MOBILE, AL 36608

BARNES WILLIAM E IV & BRIANNE
HART BARNES
74 JORDAN LN
MOBILE, AL 36608

OUTLAW JEAN R
254 COLLEGE LN
MOBILE, AL 36608

COUNTS BRAXTON C III &
ANTOINETTE M COUNTS
253 COLEGE LN
MOBILE, AL 36608

GRIFFITH LAUREN BAYLY & MATTHEW
ROSS GRIFFITH
256 COLLEGE LN
MOBILE, AL 36608

DUNCAN KYLE JAMES & SHANNON
REED DUNCAN
255 COLLEGE LN
MOBILE, AL 36608

THOMPSON MARY JEANETTE
258 COLLEGE LN
MOBILE, AL 36608

WHITE BRADLEY THOMAS & HEATHER
NIDIFFER WHITE
3940 McREE LN
MOBILE, AL 36608

FAGBONGBE ADEYINKA O & ENIOLA
O FAGBONGBE
117 PROVIDENT LN
MOBILE, AL 36608

STOKES CLAIBORNE M & LEDER L
3669 STEIN AVE
MOBILE, AL 36608

MARTIN VIRGINIA S
3665 STEIN ST
MOBILE, AL 36608

GALLASPY SUE ELLEN
3661 STEIN AVE
MOBILE, AL 36608

MERRICK JUSTIN DUPUY & ANGELA
ELLIOTT MERRICK
259 COLLEGE LN
MOBILE, AL 36608

PC GOODWOOD LLC & DU RHU
DRIVE INVESTMENTS LLC
2862 DAUPHIN ST
MOBILE, AL 36606

ROE SEAN ALLAN & KIMBERLY ROE
147 McALPINE Dr
MOBILE, AL 36608

QUINNELLY JEFFREY & CHERYL A
QUINNELLY
PO BOX 81449
MOBILE, AL 36689

GRAFE MARY EMMA
12 ROSE AVE
MOBILE, AL 36608

HURD AUBREY M
151 McALPINE DR
MOBILE, AL 36608

FULMER ANNA KATHARYN
10 ROSE AVE
MOBILE, AL 36608

HIGHLAND AT SPRING HILL LLC
5690 WATERMELON RD STE 400
NORTHPORT, AL 35473

KITSOS III CHRISTOPHER T
8 McALPINE DR
MOBILE, AL 36608

MORGAN DAVID HEUBACH
3 McALPINE DR
MOBILE, AL 36608

TOMLINSON MICHAEL P
6 ROSE AVE
MOBILE, AL 36608

WARD MADELINE C & MELINDA A WARD
116 DU RHU DR UNIT F
MOBILE, AL 36608

KILLION MARY ANNE
118 DU RHU DR UNIT C
MOBILE, AL 36608

TISHER BEATRICE BEAR
130 DU RHU DR APT J
MOBILE, AL 36608

BURLESON BRETT
7260 LAKEVIEW DR E
MOBILE, AL 36608

McLANEY ELIZABETH
134-B DU RHU DR
MOBILE, AL 36608

JACKSON SARAH HUNTER & JOSEPH WALTON JACKSON
134-D DU RHU DR
MOBILE, AL 36608

KANGSUMRITH TEE & ANH KANGSUMRITH
PO BOX 1453
FAIRHOPE, AL 36533

MARRIOTT ANN BRAXTON
313 RIDGELAWN DR W
MOBILE, AL 36608

COOMBS ELLEN R & JOHN C COOMBS
124 DU RHU DR APT B
MOBILE, AL 36608

WATSON MICHAEL
124 DU RHU DR UNIT C
MOBILE, AL 36608

HOWELL PAIGE C & JEFFREY HOWELL JR
126B DU RHU DR
MOBILE, AL 36608

MONACH WILLIAM & R STEWART ONEILL JR
128 DU RHU DR UNIT D
MOBILE, AL 36608

BLAIR-ELORTEGUI JUDY V, ISABELLA ELORTEGUI & OSIEL ELORTEGUI
128 DU RHU DR UNIT F
MOBILE, AL 36608

TILLMAN PEYTON
6150 HALF MILE RD
THEODORE, AL 36582

SYLVESTER HALEY R
128 DU RHU DR UNIT H
MOBILE, AL 36608

CHUNN AMANDA E
128 DU SHU DR UNIT K
MOBILE, AL 36608

THAMES MARGARET SUSAN
130 DU RHU DR UNIT D
MOBILE, AL 36608

HINTON JUDITH C A LIFE EST
110 A DU RHU DR
MOBILE, AL 36608

HOLMES KATHARINE BLEDSOE
114C DU RHU DR
MOBILE, AL 36608

CALONJE BRANDY
118 DU RHU DR UNIT F
MOBILE, AL 36608

ABRUSCATO MARY S
122 DU RHU DR #B
MOBILE, AL 36608

ROBINSON ROSE M
C/O WILLIAM ALLISON
155 MILLS LN
JACKSON, AL 36545

DUNCAN AUBREY
10399 LOWELL ST E
MOBILE, AL 36695

LOTT FRANK J JR & MARIANNE H LOTT
104 MORPHY AVE
FAIRHOPE, AL 36532

CLOUD 7-A LLC
220 S MOBILE ST
FAIRHOPE, AL 36532

DERELI NESLIHAN
60 N ROYAL ST
MOBILE, AL 36602

SCHNEIDER CHRISTINA L
3195 HUTTERSFIELD CIR
TALLAHASSEE, FL 32303

HAZELWOOD JANE PALMER BRUNSON
3951 S McGREGOR AVE
MOBILE, AL 36608

CORNELL PROPERTIES LLC
PO BOX 8345
MOBILE, AL 36689

LARRY JEFFERSON DOUGLAS
10385 KALI OKA RD
MOBILE, AL 36613

FUSALOTTI ANDREW
3741 RIVERCHASE CT
THEODORE, AL 36582

DEMERANVILLA PROPERTIES LLC
PO BOX 208
POINT CLEAR, AL 36564

DICKINSON MARIE P & KEITH M DICKINSON
10832 RIGBY DR
MOBILE, AL 36695

ASG INVESTMENTS, LLC
117 FRAZER CT
MOBILE, AL 36607

R&S LEASING
34186 STEELWOOD RIDGE RD
LOXLEY, AL 36551

FULLER BRADLEY E
251 CROSSGATE DR
ELMORE, AL 36025

McCOY TIFFANY M AS TRUSTEE OF THE McCOY REVOCABLE LIVING TR
2608 CHARLESTON OAKS CT
MOBILE, AL 36695

McPHILLIPS REGINA & JEFFERY McPHILLIPS
656 RIDGEFIELD DR
MOBILE, AL 36608

DICKINSON MARIE P & KEITH M DICKINSON
720 CADILLAC AVE
DAUPHIN ISLAND, AL 36528

BROOKS KAREN JACKSON HILL
PO BOX 842
WATSON, LA 70786

EAGLE BAY PROPERTIES LLC SERIES 2
4011 McGREGOR OAKS
MOBILE, AL 36608

SIMS JULIA R
104 DU RHU DR UNIT D
MOBILE, AL 36608

MAKIN STEVEN ANTHONY & SHARIN EDYTHE MAKIN
9735 MODLEY RD
FAIRHOPE, AL 36532

FINCHER RICHARD R
23375 STATE LINE RD
LUCEDALE, MS 39452

MALBIS PLANTATION INC & FRANKLIN COMMONS PLAZA LLC
713 BELROSE AVE
DAPHNE, AL 36526

Agenda Item # 10

MOD-003325-2025 & MOD-003324-2025

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

Applicant Materials for Consideration – Planning Approval Modification

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
Northwest corner of Loyola Lane and Provident Lane

Applicant / Agent:
St. Paul's Episcopal School

Property Owner:
St. Paul's Episcopal

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

Future Land Use:
Institutional

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:
- Not provided

Proposal:
- Modification of a previously approved Planning Approval
- Modification of a previously approved Planned Unit Development

Considerations:
1. Modification of a previously approved Planned Unit Development with six (6) conditions;
2. Modification of a previously approved Planning Approval with six (6) conditions; and

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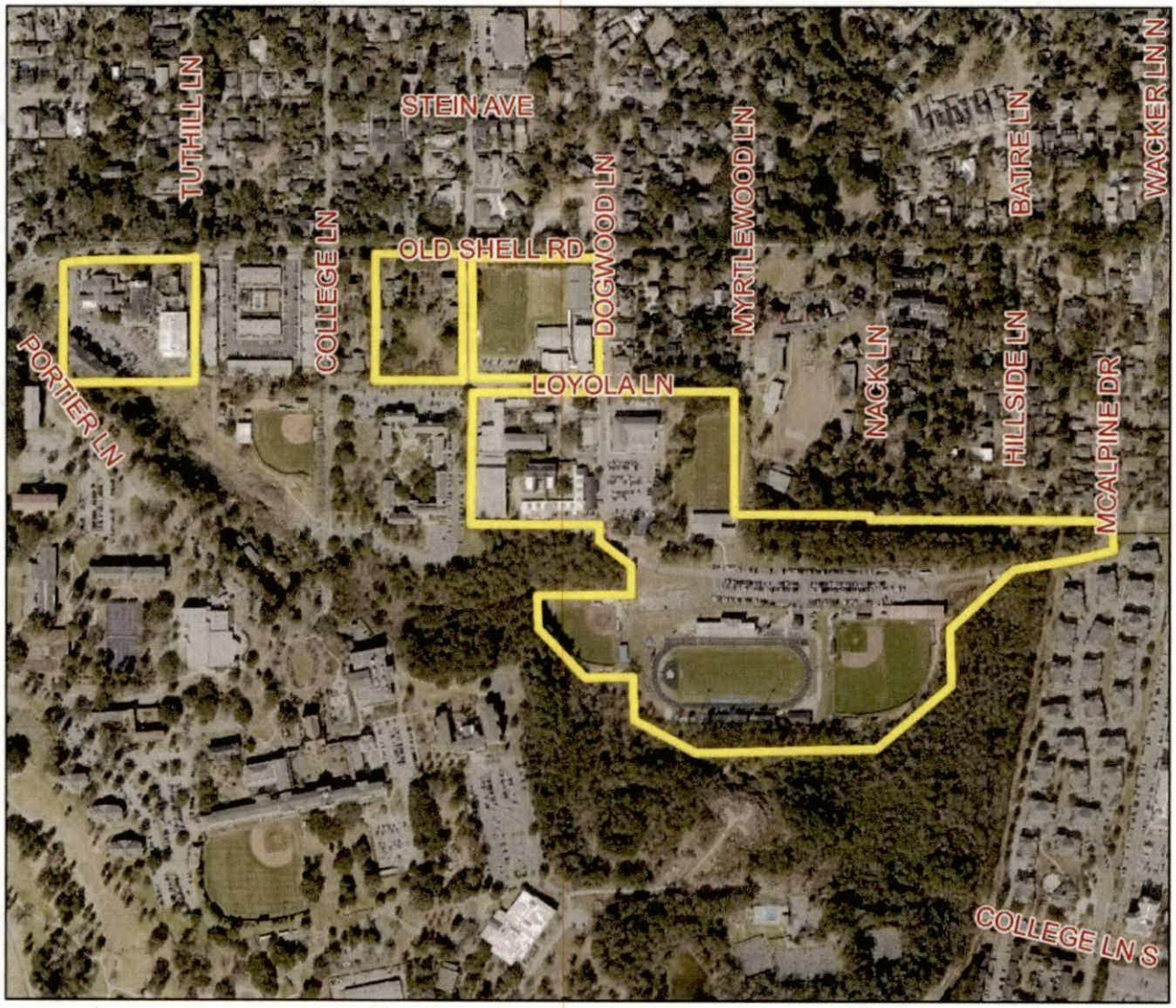
Modification Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. A college lies to the southwest of the site.

APPLICATION NUMBER 10 DATE May 15, 2025	N
APPLICANT St. Paul's Episcopal School	
REQUEST PA Modification, PUD Modification	NTS

SITE HISTORY

Since 2003, the subject site has been the subject of numerous Planning Approvals (PAs) to allow a church school in an R-1 district, and Planned Unit Developments (PUDs) to allow multiple buildings on a single building site, with shared access between multiple building sites. The most recent of these applications was approved by the Planning Commission at its June 15, 2023 meeting to allow construction of a new locker room for the girls' softball field, with Minor Modifications to adjust the size of the approved locker room.

A portion of the site was before the Planning Commission at its October 17, 2024 meeting as part of a two-lot Subdivision application, which was approved and recorded in Probate Court.

STAFF COMMENTS

Engineering Comments:

Planning Approval Modification (MOD-003325-2025)

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. Each Lot Owner shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area.
5. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
6. 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.
7. 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.
8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

1. Re-number the PUD NOTES. It contains two (2) NOTES with Number 3.
2. Retain PUD NOTES 3)1. Thru 3)6. As shown on the PUD SITE PLAN Sheet 1 of 1.

Traffic Engineering Comments:

The site is limited to driveways as shown on the approved PUD plan 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:

Planning Approval and Planned Unit Development Modifications

St. Paul's Episcopal School is an existing school, which has been before the Planning Commission numerous times previously. Currently, the applicant is proposing to incorporate an additional lot to the school, so that two (2) new soccer fields can be built.

Detailed descriptions of both requests are available via the links on page 1 of this report.

The soccer fields will not increase parking requirements for the school, will not alter the scope of operations previously approved for the site, and will comply with setback and site coverage requirements. It should be noted that there is an existing building depicted on the lot where the new soccer fields are proposed to be located. The existing building is labeled as "existing building to remain", but there is not mention of what the function of the structure will be. If approved, the site plan should be revised to label the existing structure with its proposed use.

It should be noted that there are notes on both the Planning Approval (PA) and Planned Unit Development (PUD) site plans stating the following:

Narrative for St. Paul's Episcopal School:

1. *Construct a new parking lot with 34 parking spaces and one new driveway turnout on Provident Lane.*
2. *Combine 10 parcels of land inside a block bounded by Old Shell Road, Dogwood Lane, Loyola Lane, and Provident Lane to create a one lot Subdivision consisting of 195,293± sq. ft or 4.48± acres.*

As the block referenced by note #2 was part of a one-lot Subdivision in 2021, which has been recorded in Probate Court, and is occupied by a parking lot, it appears this note is from a previous application. Furthermore, the site plans reference that they are a "revision to PA-001590-2021" and "revision to PUD-001589-2021". If approved, the site plans should be revised to accurately reflect the work being proposed at this time, as well as the most recent modification case numbers (MOD-003159-2024 and MOD-003160-2024).

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

PLANNING APPROVAL / 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 / Planning Approval Modifications:

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

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 for the Modified Planning Approval / Planned Unit Development, the following Findings of Fact must apply:

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. 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:

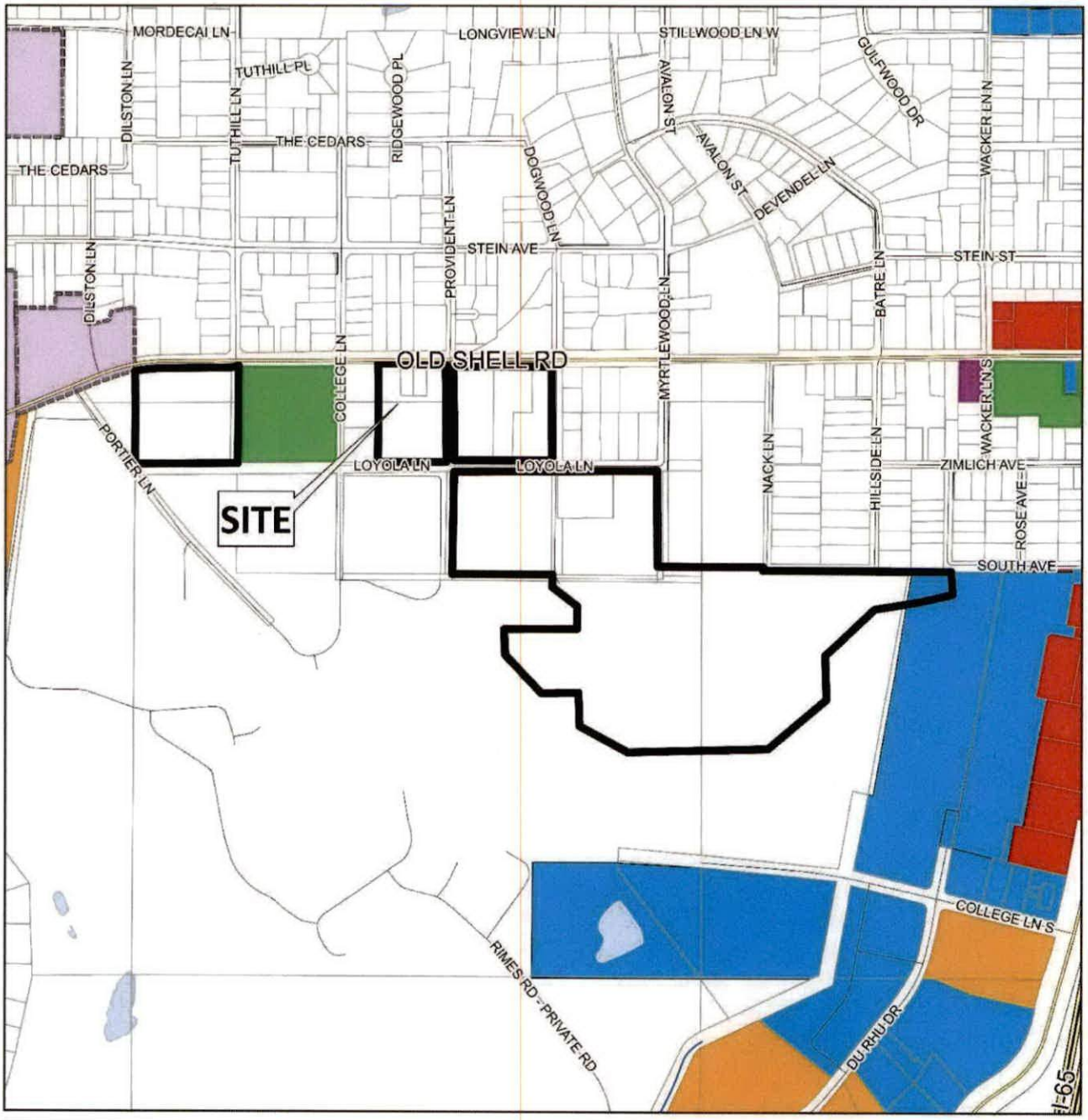
    1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    2. Includes adequate public facilities and utilities;

e. 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 should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

If approved, the following conditions could apply:

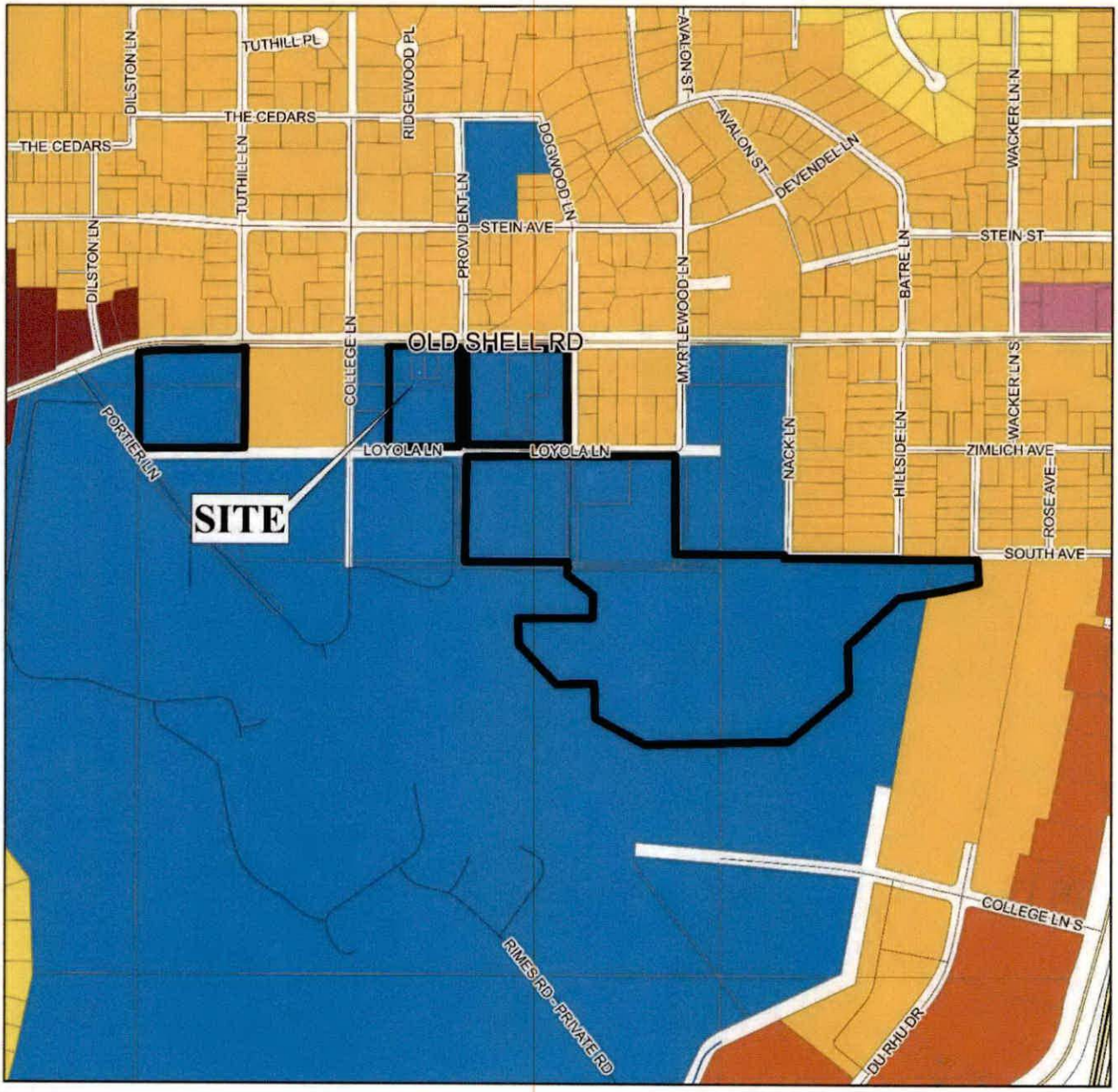
1. Revision of the site plan to state the proposed use of the existing building to remain on the site with the new soccer fields;
2. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
3. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
4. Placement of a note on the Final Planning Approval and PUD site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development and Planning Approval site plans prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 10 DATE May 15, 2025	N
APPLICANT St. Paul's Episcopal School	
REQUEST PA Modification, PUD Modification	NTS

FLUM LOCATOR MAP



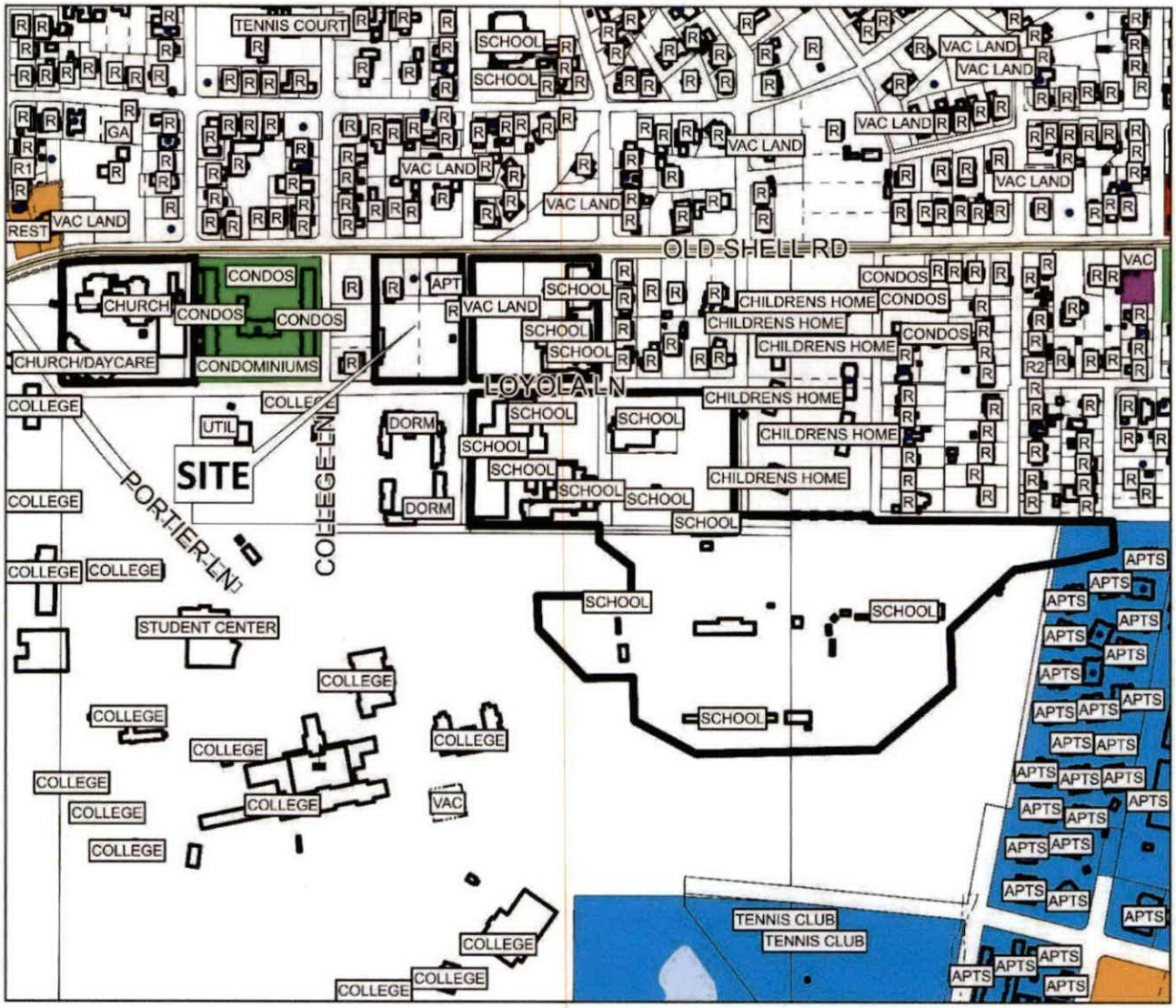
APPLICATION NUMBER 10	DATE May 15, 2025
APPLICANT St. Paul's Episcopal School	
REQUEST PA Modification, PUD Modification	

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. A college lies to the southwest of the site.

APPLICATION NUMBER 10 DATE May 15, 2025

APPLICANT St. Paul's Episcopal School

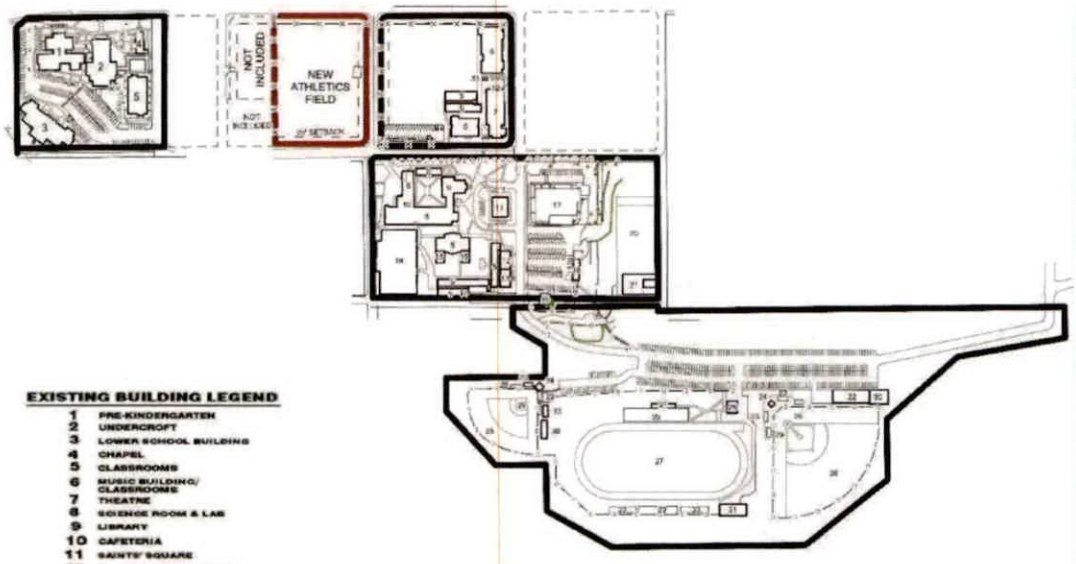
REQUEST PA Modification, PUD Modification

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

N

NTS

SITE PLAN



EXISTING BUILDING LEGEND

1 PRE-KINDERGARTEN
2 UNDERCROFT
3 LOWER SCHOOL BUILDING
4 CHAPEL
5 CLASSROOMS
6 MUSIC BUILDING/ CLASSROOMS
7 THEATRE
8 SCIENCE ROOM & LAB
9 LIBRARY
10 CAFETERIA
11 SAINTS' SQUARE
12 INTERMEDIATE LIBRARY
13 CAMPUS STORE
14 INTERMEDIATE ART ROOM
15 MIDDLE SCHOOL SCIENCE LAB & RESOURCE ROOM
16 GYMNASIUM
17 STUDENT CENTER
18 MAINTENANCE BUILDING
19 PLAYGROUND
20 PRACTICE FIELD
21 ATHLETIC FIELD HOUSE
22 BASEBALL FIELDHOUSE
23 BLEACHERS
24 PRESS BOX
25 CONCESSION BUILDING
26 BASEBALL FIELD
27 FOOTBALL FIELD/TRACK
28 SOFTBALL FIELD
29 DUG-OUT
30 COVERED BATTING CAGE
31 TRACK FIELD HOUSE
31 SERVICE
32 PORTABLE SHED
33 PROPOSED LOCKER ROOM
34 EXISTING BUILDING TO REMAIN

The site plan illustrates existing buildings, proposed soccer field, baseball fields, drives, and setbacks.

APPLICATION NUMBER	10	DATE May 15, 2025	N
APPLICANT	St. Paul's Episcopal School		
REQUEST	PA Modification, PUD Modification		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)

Institutional Land Use (INS)

This designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities, but exclude parks and public open space which are identified under a separate land use classification (see below). Semi-public uses such as grammar and high schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are included.

Note: Small-scale properties (less than 2 acres) accommodating subsidiary public and semi-public facilities, such as branch libraries, substations, satellite clinics, etc., may not be specifically called out in the FLUM under this land use designation, but may instead be considered part of the array of integrated complementary uses typically found in a residential neighborhood or a mixed-use center or corridor. The specific location and design of these complementary uses is subject to zoning.

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planned Unit Development for Property
Located at the northwest corner Loyola Lane and Provident Lane

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 17, 2025**, a public hearing will be held on the **22nd** day of **July**, 2025, at 10:30 a.m., to consider adoption of an ordinance for the modification of a Previously Approved Planned Unit Development for property located at the northwest corner of Loyola Lane and Provident Lane to allow construction of a soccer field.

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 June 15, 2023, to amend a previously approved Master Plan for an existing church school in an R-1, Single-Family Residential Suburban District, on property located at Northwest corner of Loyola Lane and Provident Lane and described as follows:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.9 ACRES, MORE OR LESS.

ALSO:

THE PROPERTY BOUNDED ON THE NORTH BY OLD SHELL ROAD, BOUNDED ON THE EAST BY DOGWOOD LANE, BOUNDED ON THE SOUTH BY LOYOLA LANE, AND BOUNDED ON THE WEST BY PROVIDENT LANE. CONTAINING 4.6 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHEAST CORNER OF LOYOLA LANE AND COLLEGE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN

EASTWARDLY 500 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN A DISTANCE OF 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 500 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 11.3 ACRES, MORE OR LESS.

ALSO:

LOT 2, ST. PAUL'S EPISCOPAL SUBDIVISION OF OLD SHELL ROAD AS RECORDED IN INST. #2024074212.

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, T4S— R2W, MOBILE COUNTY, ALABAMA, RUN N 00" 45' 40" W 1869.12 FEET TO A POINT; THENCE RUN S 89" 22' 19" W 621.46 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65 WITH THE SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89" 22' 19" W 215.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 00" 02' 11" E 59.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89" 57' 49" W 70 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 00" 02' 11" W 58.94 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89" 22' 19" W 565.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 00" 37' 41" E 105 FEET TO A POINT; THENCE RUN S 80" 00' 51" W 369.78 FEET TO A POINT; THENCE RUN S 48" 23' 15" W 320 FEET TO A POINT; THENCE RUN S 00" 37' 41" E 205 FEET TO A POINT; THENCE RUN S 51" 12' 53" W 356.09 FEET TO A POINT; THENCE RUN S 89" 22' 19" W 657.52 FEET TO A POINT; THENCE RUN N 61" 01' 25" W 253.03 FEET TO A POINT; THENCE RUN N 00" 37' 41" W 157 FEET TO A POINT; THENCE RUN N 89" 22' 19" E 172 FEET TO A POINT; THENCE RUN N 42" 29' 24" W 245.66 FEET TO A POINT; THENCE RUN N 00" 37' 41 " W 115.04 FEET TO A POINT; THENCE RUN N 89" 22' 19" E 335.94 FEET TO A POINT; THENCE RUN N 00" 37' 41" W 105 FEET TO A POINT; THENCE RUN N 59" 28' 08" W 125.62 FEET TO A POINT; THENCE RUN N 00" 37' 41" W 50 FEET TO A POINT; THENCE RUN N 00" 19' 46" W 16.50 FEET TO A POINT; THENCE RUN N 89" 22' 19" E 492.67 FEET TO A POINT; THENCE RUN S 00" 07' 19" W 16.50 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 89" 22' 19" E 1378.90 FEET TO THE POINT OF BEGINNING. CONTAINING 25.2 ACRES, MORE OR LESS.

ALL CONTAINING 49 ACRES, MORE OR LESS.

WHEREAS, on April 21, 2025, the owner of said property applied for a Major Modification of the Planned Unit Development amending a previously approved Master Plan for an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on May 15, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. 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. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. 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 synopsized 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 22nd day of July, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 25th 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 the **Northwest corner of Loyola Lane and Provident Lane.**

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on **June 15, 2023.** The owner of said property has applied for a Major Modification of the PUD **amending a previously approved Master Plan for an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field.** If approved, the Major Modification will **allow the construction of a soccer field,** subject to the following proposed conditions: 1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations. 2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024); 3. Placement of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 4. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and, 5. 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 June 15, 2023, to **amend a previously approved Master Plan for an existing church school in an R-1, Single-Family Residential Suburban District,** on property located at **Northwest corner of Loyola Lane and Provident Lane** and described as follows:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.9 ACRES, MORE OR LESS.

ALSO:

THE PROPERTY BOUNDED ON THE NORTH BY OLD SHELL ROAD, BOUNDED ON THE EAST BY DOGWOOD LANE, BOUNDED ON THE SOUTH BY LOYOLA LANE, AND BOUNDED ON THE WEST BY PROVIDENT LANE. CONTAINING 4.6 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHEAST CORNER OF LOYOLA LANE AND COLLEGE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN EASTWARDLY 500 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN A DISTANCE OF 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 500 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 11.3 ACRES, MORE OR LESS.

ALSO:

LOT 2, ST. PAUL'S EPISCOPAL SUBDIVISION OF OLD SHELL ROAD AS RECORDED IN INST. #2024074212.

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, T4S— R2W, MOBILE COUNTY, ALABAMA, RUN N 00" 45' 40" W 1869.12 FEET TO A POINT; THENCE RUN S 89" 22' 19" W 621.46 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65 WITH THE SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89" 22' 19" W 215.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 00" 02' 11" E 59.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89" 57' 49" W 70 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 00" 02' 11" W 58.94 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89" 22' 19" W 565.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 00" 37' 41" E 105 FEET TO A POINT; THENCE RUN S 80" 00' 51" W 369.78 FEET TO A POINT; THENCE RUN S 48" 23' 15" W 320 FEET TO A POINT; THENCE RUN S 00" 37' 41" E 205 FEET TO A POINT; THENCE RUN S 51" 12' 53" W 356.09 FEET TO A POINT; THENCE RUN S 89" 22' 19" W 657.52 FEET TO A POINT; THENCE RUN N 61" 01' 25" W 253.03 FEET TO A POINT; THENCE RUN N 00" 37' 41" W 157 FEET TO A POINT; THENCE RUN N 89" 22' 19" E 172 FEET TO A POINT; THENCE RUN N 42" 29' 24" W 245.66 FEET TO A POINT; THENCE RUN N 00" 37' 41 " W 115.04 FEET TO A POINT; THENCE RUN N 89" 22' 19" E 335.94 FEET TO A POINT; THENCE RUN N 00" 37' 41" W 105 FEET TO A POINT; THENCE RUN N 59" 28' 08" W 125.62 FEET TO A POINT; THENCE RUN N 00" 37' 41" W 50 FEET TO A POINT; THENCE RUN N 00" 19' 46" W 16.50 FEET TO A POINT; THENCE RUN N 89" 22' 19" E 492.67 FEET TO A POINT; THENCE RUN S 00" 07' 19" W 16.50 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 89" 22' 19" E 1378.90 FEET TO THE POINT OF BEGINNING. CONTAINING 25.2 ACRES, MORE OR LESS.

ALL CONTAINING 49 ACRES, MORE OR LESS.

WHEREAS, on April 21, 2025, the owner of said property applied for a Major Modification of the Planned Unit Development **amending a previously approved Master Plan for an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **May 15, 2025**, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. 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. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. 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

St. Paul's Episcopal School
Northwest Corner of Loyola Lane and Provident Lane
Council District 7
Gina Gregory

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

June 9, 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 **St. Paul's Episcopal School**, for a Major Modification of a previously approved Planned Unit Development **amending a previously approved Master Plan for an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field** for property at the **Northwest corner of Loyola Lane and Provident Lane.**

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

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

PLANNING AND ZONING
9 JUN 2025 AM9:12

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION
June 4, 2025
AMENDED

St. Paul's Episcopal School
161 Dogwood Lane
Mobile, Alabama 36608

Re: Northwest corner of Loyola Lane and Provident Lane
MOD-003324-2025
St. Paul's Episcopal School
District 7
Major Modification of a previously approved Planned Unit Development amending a previously approved Master Plan for an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field.

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 Findings of Fact to support modification of the previously approved Planned Unit Development:

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

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

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.

2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$661.20** 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
Stephen Guthrie
Deputy Director of Planning and Zoning

PLANNING AND ZONING
9 JUN 2025 AM9:12

Outlook

MOD-003324-2025 St. Paul's Soccer Field expansion

From James Robertson <jrobertson@jimroblaw.com>
Date Sat 5/3/2025 11:42 AM
To Planning <planning@cityofmobile.org>

Some people who received this message don't often get email from jrobertson@jimroblaw.com. Learn why this is important

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

Dear Sir or Madam:

My wife and I are longtime residents of College Lane, a stone's throw from the proposed soccer fields. Our children are graduates of St. Paul's. The plans submitted do not indicate whether the perimeter trees surrounding the proposed fields will be protected or destroyed.

The current perimeter tree canopy provides much-needed shade and cooling during our six-month summers. The trees enhance the aesthetics of Spring Hill. If the plan proposes to remove the perimeter trees, we strongly object. Cutting down the perimeter trees will not only destroy the benefits of the existing tree canopy, it will also mar the beauty of Spring Hill.

None of the information submitted with the proposed plan addresses the perimeter tree canopy. To cut down the perimeter trees will leave an ugly scar on the land and also increase surface temperatures on that property. Alternatively, the plan does not indicate that new trees would be planted to compensate for removed trees, as required under City of Mobile code.

Given the above, we strongly object to St. Paul's destroying the perimeter tree canopy, if that is in fact the plan.

We further object because the submitted Modification contains no documentation addressing the perimeter tree canopy.

Thank you.

Jean Outlaw Sherman

James E. Robertson, Jr.
254 College Lane

Outlook

MOD-003324-2025

From Heather White <hnidifferwhite@gmail.com>
Date Tue 5/6/2025 7:42 AM
To Planning <planning@cityofmobile.org>

Some people who received this message don't often get email from hnidifferwhite@gmail.com. Learn why this is important

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

This email includes concerns about the planned development of a soccer field within the St. Paul's Episcopal School's campus.

We want to make sure that the school will not remove the trees that line Old Shell Road between Provident and College Lanes.

These trees not only are beautiful, but provide shade, privacy, and noise buffers between the school road and the residences across the street from the school grounds. Removal of the trees would leave an unsightly gap in foliage along Old Shell in Spring Hill.

We love living in leafy, green Spring Hill and want to preserve the natural and carefully planned green spaces here.

Thank you for your consideration before moving forward with these major modifications.

Bradley and Heather White
3940 McRee Lane
Mobile 36608
678.576.0027
Hnidifferwhite@gmail.com

DESCRIPTION OF PUD PROPERTY:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.9 ACRES, MORE OR LESS.

ALSO:

THE PROPERTY BOUNDED ON THE NORTH BY OLD SHELL ROAD, BOUNDED ON THE EAST BY DOGWOOD LANE, BOUNDED ON THE SOUTH BY LOYOLA LANE, AND BOUNDED ON THE WEST BY PROVIDENT LANE. CONTAINING 4.6 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHEAST CORNER OF LOYOLA LANE AND COLLEGE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN EASTWARDLY 500 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN A DISTANCE OF 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 500 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 11.3 ACRES, MORE OR LESS.

ALSO:

LOT 2, ST. PAUL'S EPISCOPAL SUBDIVISION OF OLD SHELL ROAD AS RECORDED IN INST. #2024074212.

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, T4S–R2W, MOBILE COUNTY, ALABAMA, RUN N 00° 45' 40" W 1869.12 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 621.46 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65 WITH THE SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 215.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 00° 02' 11" E 59.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 57' 49" W 70 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 00° 02' 11" W 58.94 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 565.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 00° 37' 41" E 105 FEET TO A POINT; THENCE RUN S 80° 00' 51" W 369.78 FEET TO A POINT; THENCE RUN S 48° 23' 15" W 320 FEET TO A POINT; THENCE RUN S 00° 37' 41" E 205 FEET TO A POINT; THENCE RUN S 51° 12' 53" W 356.09 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 657.52 FEET TO A POINT; THENCE RUN N 61° 01' 25" W 253.03 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 157 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 172 FEET TO A POINT; THENCE RUN N 42° 29' 24" W 245.66 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 115.04 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 335.94 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 105 FEET TO A POINT; THENCE RUN N 59° 28' 08" W 125.62 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 50 FEET TO A POINT; THENCE RUN N 00° 19' 46" W 16.50 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 492.67 FEET TO A POINT; THENCE RUN S 00° 07' 19" W 16.50 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 89° 22' 19" E 1378.90 FEET TO THE POINT OF BEGINNING. CONTAINING 25.2 ACRES, MORE OR LESS.

ALL CONTAINING 49 ACRES, MORE OR LESS.

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

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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:	St. Paul's Episcopal School	
Firm:	Attn: Pam Andrews	
Phone:	(251) 342-6700	
Email:	PAndrews@stpaulsmobile.net	
Address:	161 Dogwood Lane Mobile, AL 36608	

	Owner	Design Professional
Name:	See attached sheet	Don Whittington
Firm:		McCrory & Williams, Inc.
Phone:		(251) 476-4720
Email:		dwhitt@mcwinc.com
Address:		3207 International Drive, Ste. G, Mobile, AL 36606

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

South side of Old Shell Road on the East side of College Lane to McAlpine Drive — Property Address

49+/- Acres — Property Area (acres or square feet)

See attached sheet — Parcel Number(s) or Key Number(s)

R-1 — Present Zoning or Transect District

N/A — 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 Not Applicable

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.

See attached Letters of Authorization — Owner Signature

4-16-25 — Date

Applicant or Agent Signature (if applicable)

4/21/25 — Date

Don Whittington - McCrory & Williams, Inc.

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.

See attached Letters of Authorization — Applicant or Agent Signature

4-16-25 — Date

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.
   St. Paul's has existed and operated in the community as a school for many years. They are requesting a modification to a previously approved Planning Approval to include the additional property they acquired on the East side of Provident Lane between Old Shell Road and Loyola Lane for the construction of 2 soccer fields for student activities only.

   Institutional
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   St. Paul's Episcopal School is a long established school in Mobile and has been operation in an R-1 zoned area for many years. The addition of the proposed soccer fields will not create any additional traffic along Old Shell Road, Provident Lane of Loyola Lane.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   The proposed soccer fields will provide the students a playing field in a closer proximity to their class rooms.

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

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

6. Please provide the following information:

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

1- existing single story 1,056 s.f., 30' tall building will remain.

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

A 6' high privacy fence inside a10' buffer will be provided along the west property line. A wrought iron fence to match the existing along old shell road will be provided.

☐ Lighting:

Soccer fields will be utilized through normal school hours between 7:30 AM & 3:00 PM. No additional light will be needed.

☐ Hours of operation:

8:00 AM to 9:00 PM

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

St. Paul's provides a top tier education for students from grades Pre-K through High School.

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.

With the exception of the existing 1,056 s.f building to remain, the entire area bill be grassed.

Noise will be limited to normal school hours between 7:30 AM & 3:00 PM

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.

Use of this property will benefit students by providing exercise, sportsmanship, and group interaction.

Application Submission
Contact Information

Name of Project St. Paul's Soccer Fields Addition

Address 161 Dogwood Lane

Owner St. Pauls Episcopal School

Address: 161 Dogwood Lane Mobile Al Zip Code 36608

Phone (251) 342-6700 fax Email PAndrews@sttpaulsmobile.net

Authorized Agent McCrory & Williams Inc.

Address 3207 International Dr Mobile Al Zip Code 36606

Phone 251-476-4720 Fax 251-476-4721 Email lmdavis@mcwinc.com

Contractor

Address Zip Code

Phone Fax Email

Civil Engineer

Address Zip Code

36606

Phone Fax Email

Architect

Address Zip Code

Phone Fax Email

Submitted by:

Laura M. Davis Laura M. Davis Date: 4/17/25

Signature Print

St. Paul's has existed and operated as a school for many years. They are requesting to revise the previously approved PUD & PA to allow them to construct two soccer field on their newly acquired property on the South side of Old Shell Road, West side of Provident Lane and North side of Loyola Lane. They will continue using the property in the same manner.

ST. PAUL'S EPISCOPAL SCHOOL
161 DOGWOOD LANE
MOBILE AL 36608

APRIL 16, 2025

City of Mobile
Urban Development Department
Planning Section
PO Box 1827
Mobile, Alabama 36633

To Whom It May Concern:

This letter is to acknowledge that I give McCrory & Williams permission to submit any necessary documents on my behalf for Springhill College. Documents to include a previously approved revised PUD and previously approved revised Planning Approval to allow for the construction of a new locker room within the St. Paul's Campus.

Sincerely,

Pamela R. Andrews

Printed Name of Authorized Representative

P. Andrews CFO/COO

Signature

Springhill College
4000 Dauphin Street
MOBILE, AL 36608

APRIL 16, 2025

City of Mobile
Urban Development Department
Planning Section
PO Box 1827
Mobile, Alabama 36633

To Whom It May Concern:

This letter is to acknowledge that I give McCrory & Williams permission to submit any necessary documents on my behalf for Springhill College. Documents to include a previously approved revised PUD and previously approved revised Planning Approval to allow for the construction of a new locker room within the St. Paul's Campus.

Sincerely,

Christopher P. Puto Ph.D.

Printed Name of Authorized Representative

Signature

ST. PAUL'S EPISCOPAL SCHOOL
161 DOGWOOD LANE
MOBILE, AL 36608

SPRINGHILL COLLEGE
C/O PRESIDENT & FINANCE OFFICE
4000 DAUPHIN STREET
MOBILE, AL 36608

FRANGOS DINO N & KATHERINE C
3610 THE CEDARS AVE
MOBILE, AL 36608

BEAN PROPERTIES LLC
PO BOX 786
MOBILE, AL 36601

GUY JOHN STACY
4009 OLD SHELL RD #A8
MOBILE, AL 36608

INGE EDWARD HERNDON &
AMANDA HUNTER INGE
4058 OLD SHELL RD
MOBILE, AL 36608

WIZARD PROPERTIES LLC
89 TUTHILL LN
MOBILE, AL 36608

WILRAN NUMBER FIVE LLC
7 YESTER PLACE
MOBILE, AL 36608

SLEDGE ANNE T
121 RIDGELAWN DR E
MOBILE, AL 36608

SAINT-PAUL CARLA
771 HENCKLEY AVE
MOBILE, AL 36608

WILHELM DAVID A & GREER M
PO BOX 81241
MOBILE, AL 36689

LUKE DAN DEALY JR, AS TRUSTEE OF
DAN D LUKE JR TRUST
238 ROLLING HILL DR
DAPHNE, AL 36526

ST. PAUL'S EPISCOPAL CHURCH
4051 OLD SHELL RD
MOBILE, AL 36608

GATES W DAY AS TRUSTEE OF THE
PARISH OF ST PAULS
251 TUTHILL LN
MOBILE, AL 36608

GONZALEZ PAUL JOHN
280 S AVENIDA CABALLEROS
UNIT 126
PALM SPRINGS, CA 92262

DELCHAMPS PAUL EMILE III &
SHARON R
121 DILSTON LN
MOBILE, AL 36608

FRIEDLANDER PAMELA S P
4014 OLD SHELL RD
MOBILE, AL 36608

BRIDGES PAUL E & MARY
110 MYRTLE WOOD LN
MOBILE, AL 36608

ROEDDER GWENDOLYN A
211 LEVERT AVE
MOBILE, AL 36607

FRANKLIN SUSAN B
10 DRURY LN
MOBILE, AL 36608

LANE JOHN M & JOAN H
612 HERNANDO PL
DAUPHIN ISLAND, AL 36528

BAKER GEORGE R & JOYCE P
2170 OLD SHELL RD
MOBILE, AL 36607

CREEL BRUCE & EVA
3762 MOFFETT RD
MOBILE, AL 36618

WHIGHAM ROBERT E III & MEAGHER
LEE WHIGHAM
51 OAKLAND AVE
MOBILE, AL 36608

SMITH BRENT M & KENDALL S SMITH
354 TUTHILL LN
MOBILE, AL 36608

LITTLE GREY HOUSE LLC
4072 OLD SHELL RD
MOBILE, AL 36608

BMAX LLC
4109 URSULINE DR
MOBILE, AL 36608

HUFFSTUTLER NANCY M & JAMES
38 BUEGER RD
MOBILE, AL 36608

COLLINS HOMER R
PO BOX 376
MOBILE, AL 36601

ORLEANS FAMILY LLC
4009 OLD SHELL RD, APT C22
MOBILE, AL 36608

ABBENE MICHAEL M & DEA E
PO BOX 160
SUMMERDALE, AL 36580

SPRINGHILL MANOR LLC
740 MUSEUM DR
MOBILE, AL 36608

JONES BERNICE C
C/O ROBERT D PIERCE JR
18779 SCENIC HWY 98
FAIRHOPE, AL 36532

WHETROCK, LLC
10 AUDUBON PL
FAIRHOPE, AL 36532

BEDSOLE TRAVIS M JR & SUSAN
310 LONG CT
MOBILE, AL 36609

SPANISH VILLA VEST LLC
C/O MICHAEL ELY
6111 PEACHTREE DUNWOODY RD
ATLANTA, GA 30328

BODIE B FRED & JUDY
4606 KINGSWOOD DR S
MOBILE, AL 36608

WALKER WALTON LLC
4068 OLD SHELL RD
MOBILE, AL 36608

BREVARD SIDNEY A III & ELIZABETH B
BREVARD
3766 SOUTH RHONDA DR
MOBILE, AL 36608

TOOMEY PATRICK DOBBIN
PO BOX 530484
BIRMINGHAM, AL 35253

MEADOR ANNE MEREDITH
4272 BIT AND SPUR RD #17
MOBILE, AL 36608

RTD DEVELOPERS LLC
3851 OLD SHELL RD
MOBILE, AL 36608

WALTERS C L JR
650 RIDGEFIELD DR
MOBILE, AL 36608

ALLEN ANDREW W & DIANA F
2166 DAUPHIN ST
MOBILE, AL 36606

FOUNTAIN KATHLEEN FRAZER
24549 VENETIA RD
MOBILE, AL 36605

JUSTICE SHIRLEY M
4010 OLD SHELL RD
MOBILE, AL 36608

GERNHAUSER HENRY & ELAINE
4009-A2 OLD SHELL RD
MOBILE, AL 36608

WALLER JOE P & MARTHA
4009 OLD SHELL RD UNIT D-11
MOBILE, AL 36608

MITCHELL ALICE S
6065 BUCHANAN CR
MCDONOUGH, GA 30252

JAYE VIRGINIA R
4009 OLD SHELL RD UNIT B10
MOBILE, AL 36608

GREGORY VICKI
4009 OLD SHELL RD UNIT B5
MOBILE, AL 36608

BARTER MICHAEL & SUSAN
446 CLUBHOUSE DR
FAIRHOPE, AL 36532

STEPHENS SELDEN H JR
259 TUTHILL LN
MOBILE, AL 36608

JACKSON ROBERT G & WINIFRED
4009 OLD SHELL RD APT E9
MOBILE, AL 36608

MAGGARD DELOIS C
4009 OLD SHELL RD APT E3
MOBILE, AL 36608

DULANEY JOAN B
4009 OLD SHELL RD APT C13
MOBILE, AL 36608

FORD BENJAMIN Y & CAMILLE R
262 TUTHILL LN
MOBILE, AL 36608

RIIS JERI A & ERLING RIIS III
4009 OLD SHELL RD APT E22
MOBILE, AL 36608

WRIGHT WILTON & SHELBY W
252 TUTHILL LN
MOBILE, AL 36608

LURSEN KATHLEEN
4009 OLD SHELL RD APT B12
MOBILE, AL 36608

MCRAE BRENDA C
4009 OLD SHELL RD APT C11
MOBILE, AL 36608

LEON LINDSAY MARGUERITE
4009 OLD SHELL RD APT E24
MOBILE, AL 36608

DAHMER EDWARD C JR
12307 MARGUERITE DR
CODEN, AL 36523

PRINGLE ANNA BELL
4009-D5 OLD SHELL RD
MOBILE, AL 36608

DIAZ MARIA T
4009 OLD SHELL RD #E20
MOBILE, AL 36608

BROUGHTON MARY C
255 TUTHILL LN
MOBILE, AL 36608

BAGWELL CHARLDEEN J
1410 FAIRVIEW ST
GRUNDY, VA 24614

CROFT JAMES STEVEN & THERESA
4009 OLD SHELL RD APT E7
MOBILE, AL 36608

RUSS ROBERT WILSON III
1745 HUNTER AVE
MOBILE, AL 36604

GASTON GEARY A & MARGARET
8120-K HWY 98
SEMMES, AL 36575

FRIEDMAN BARRY & MARJORIE
4006 OLD SHELL RD
MOBILE, AL 36608

LOFTIN MARIAN W AS TRUSTEE OF
CHARLIE W LOFTIN
4004 OLD SHELL RD
MOBILE, AL 36608

CATHOLIC SOCIETY OF RELIGIOUS &
LITERARY EDUCATION
4511 W PINE BLVD, STE. B
ST. LOUIS, MO 63108

AMBERGER NICHOLAS & MELANIE
3940 MCREE LN
MOBILE, AL 36608

LAMAR WILLIAM BIBB III & ROSA
3950 OLD SHELL RD
MOBILE, AL 36608

TROPEANO ANA KARINA
423 E BEACH DR
OCEAN SPRINGS, MS 39564

SMITH DAVID CLAYTON & CHRISTINA
3916 MCREE PL
MOBILE, AL 36608

ELDER MARK J & RAINA F
3962 OLD SHELL RD
MOBILE, AL 36608

CASSITY AMY V
100 DU RHU DR UNIT G
MOBILE, AL 36608

MCELROY JEANNE F & DONNA L
MCELROY
C/O DANIEL BOWLING, EXEC OF EST
339 PATTERSON WAY NE
ATLANTA, GA 30312

HART JUSTIN R & STACEY H
3936 MCREE LN
MOBILE, AL 36608

DRUHAN RHEN & THOMAS J DRUHAN
137 DOGWOOD LN
MOBILE, AL 36608

JOHNSON WYATT & LYDIA K
250 DOGWOOD LN
MOBILE, AL 36608

STEVENS SCOTT D & CAROLINE C
3863 OLD SHELL RD
MOBILE, AL 36608

BROWN SUSAN VALENTINE
3454 LOYOLA LN
MOBILE, AL 36608

BRIGHAM WILLIAM HENRY JR
3452 LOYOLA LN
MOBILE, AL 36608

CHARLES E SMITH & ROSE ANN
TRUSTEES
3450 LOYOLA LN
MOBILE, AL 36608

TALBOTT RICHARD & ROSEMARY
3851 OLD SHELL RD
MOBILE, AL 36608

ATKINS RALPH L
820 ASHWOOD DR E
MOBILE, AL 36693

TAFRA MICHAEL & KAREN
PO BOX 107
DAUPHIN ISLAND, AL 36528

RILEY REGORY LYNN & JAMES DOUGLAS LOUDEN
1902 GOVERNMENT ST
MOBILE, AL 36606

ROBBINS SETH HENRY III
108 DU RHU #C
MOBILE, AL 36608

COOK ROBERT H & JANE E HERRIN
1921 FULLER ST
HATTIESBURG, MS 39401

STANTON BRENDA J
2123 SHEFFIELD CT
MOBILE, AL 36693

PATEL ANGELA
PO BOX 5463
GULF SHORES, AL 36547

HORNER JOHN M JR & ALLISON
4226 BELLEVUE LN
MOBILE, AL 36608

THORNTON ERIN RAE
110 DU RHU DR #C
MOBILE, AL 36608

JOHNSON FRED A & MARTHA T
C/O E MICHAEL JOHNSON
7 DRURY LN
MOBILE, AL 36608

ROBINSON DUDLEY MCNEILL &
WILLIAM C WAECHTER III
258 DOGWOOD LN
MOBILE, AL 36608

WARD MARY COYE & LYNN WARD
112 DU RHU DR #K
MOBILE, AL 36608

HENRY KATHY W & PATRICK D
2859 STARLIT DR W
MOBILE, AL 36693

CMB LP
PO BOX 178
LUCEDALE, MS 39452

MCGUIRE JAMES E
PO BOX 6150
MOBILE, AL 36660

CASTILLO SERGIO A
3850 LLEWELYN DR
MOBILE, AL 36608

ROGERS JOEL S & ANGIE K
100 DU RHU DR #C
MOBILE, AL 36608

ZOGHBY JEFF
131 SEDGEFIELD AVE
FAIRHOPE, AL 36532

CANFIELD LEWIS
276 MAYFLOWER ST
MOBILE, AL 36607

SALES DIRECT LLC
PO BOX 9877
MOBILE, AL 36691

SMP PROPERTIES LLC
5570 NEVIUS RD
MOBILE, AL 36619

KAY INVESTMENTS LLC
C/O JOHN W LASSITER III
1001 CULLOMBURG RD
SILAS, AL 36919

WELLS WILLIAM S
130 DU RHU DR UNIT C
MOBILE, AL 36608

JENSEN WILLIAM O & JUDITH M
812 DOGWOOD LN
TOWNVILLE, SC 29689

BLACKBURN DANIEL G
PO BOX 458
BAY MINETTE, AL 36507

THE COMMONS AT SPRINGHILL
116 DU RHU DR
MOBILE, AL 36608

MCVAY MALCOLM AS TRUSTEE
12185 JESSAMINE ST
MAGNOLIA SPRINGS, AL 36555

TANNER LOIS VIRGINIA LOTT
PO BOX 55
CITRONELLE, AL 36522

MIRROR LAKE RAQUET CLUB
PO BOX 40004
MOBILE, AL 36604

SLAUGHTER ROBERT J
11000 KELLY ROAD
MOBILE, AL 36608

JOHNSTON MARGARET D
1008 HWY 90
MOBILE, AL 36693

KITSOS SARAH M
110 DU RHU DR UNIT H
MOBILE, AL 36608

ROBERTSON MARGARET LYNNN
1008 TEXAS ST
MOBILE, AL 36604

QUINELLY JEFFREY F & HUNTER J QUINNELLY
PO BOX 81449
MOBILE, AL 36689

MORGAN ELISKA & MICHAEL
63 NACK LN
MOBILE, AL 36608

WELLS WILLIAM P JR
106-A DU RHU DR
MOBILE, AL 36608

SLEDGE ANGELA N
114-E DU RHU DR
MOBILE, AL 36608

URBANSKI GREG ANTHONY
PO BOX 81194
MOBILE, AL 36689

HAYES MARTHA P
124 DU RHU DR UNIT D
MOBILE, AL 36608

ZOGHBY JENNA G
131 SEDGEFIELD AVE
FAIRHOPE, AL 36532

MURDOCK NEIL A & MEGAN A
112 DU RHU DR #G
MOBILE, AL 36608

WILLIS ANNA CORINNE
1227 MARSEILLE DR
MOBILE, AL 36693

LADD SAM GAILLARD
102 B DU RHU DR
MOBILE, AL 36608

THAMES MARGARET SUSAN 130-D DU RHU DR
MOBILE, AL 36608

CROOM JOHN T
110 DU RHU DR UNIT D
MOBILE, AL 36608

LEATHERBURY GREGORY L JR & SUSAN T
29514 CANAL RD
ORANGE BEACH, AL 36561

FARMER ZUE I
700 BISHOP LN N
MOBILE, AL 36608

HARVEY TERRY, LILLIAN HARVEY & TERRY HARVEY
1418 HEBRON RD
GROVE HILL, AL 36451

BUTLER JANE C
102 DU RHU DR #D
MOBILE, AL 36608

NICHOLLS CLAIRE & JAMES KEITH
12 SOLDIERS RTE
SPANISH FORT, AL 36527

LITTLE JOE H III
128-A DU RHU DR
MOBILE, AL 36608

WYATT WILLIAM WESLEY
118 DU RHU DR #H
MOBILE, AL 36608

SUTHERLAND ROQUENIA L
118-G DU RHU DR
MOBILE, AL 36608

ANDREWS S GREG
112-C DU RHU DR
MOBILE, AL 36608

SCHOTTGEN LEIGH W
122-E DU RHU DR
MOBILE, AL 36608

MOSTELLER MARY LOU
E/O KENNETH CAIN
82 PLANTATION POINTE #259
FAIRHOPE, AL 36532

WELLS LINDA
112 DU RHU DR APT E
MOBILE, AL 36608

TURK GINA LODESTRO
120 DU RHU DR #C
MOBILE, AL 36608

LIVINGSTON JEANNE MARIE
132-B DU RHU DR
MOBILE, AL 36608

WHITE HUGH LAWSON II
128-J DU RHU DR
MOBILE, AL 36608

FICK STEPHEN F
400 STIRRUP CT
MOBILE, AL 36608

MOLYNEUX JOHN A & REGINA H
122-C DU RHU DR
MOBILE, AL 36608

ROBINSON ROSE M
122 DU RHU DR #F
MOBILE, AL 36608

HOUSTON FLORENCE B
120-B DU RHU DR
MOBILE, AL 36608

JONES EMILIE WALKER
163 HILLSIDE LN
MOBILE, AL 36608

GREER RONALD C JR & DEBBIE
59 NACK LN
MOBILE, AL 36608

JOHNSON JANE C
108-E DU RHU DR
MOBILE, AL 36608

STEWART BRENT EDWARD
130-F DU RHU DR
MOBILE, AL 36608

BOYLES JAMES
114 DU RHU DR UNIT
MOBILE, AL 36608

WELFORD TONY G
100-H DU RHU DR
MOBILE, AL 36608

BROWN EVELYN M
122-A DU RHU DR
MOBILE, AL 36608

POWELL LANIE DION
106-E DU RHU DR
MOBILE, AL 36608

RIGGINS LAURA L
102-C DU RHU DR
MOBILE, AL 36608

NALL CHRISTOPHER ALLEN &
ANNSLEY MARIE ZIMLICH
112-B DU RHU DR
MOBILE, AL 36608

JOHNSTON JOHN Q & LANA D
65 HILLSIDE LN
MOBILE, AL 36608

MANNING ZEBIE DWAYNE & KAREN
PO BOX 434
TOXEY, AL 35921

HALE MARY W
12 MCALPINE DR
MOBILE, AL 36608

O'NEILL HELEN CARROLL
402 ROTHLEY AVE
FAIRHOPE, AL 36532

ESPINOSA MARY HELEN
PO BOX 527444
MIAMI, FL 33152

MORRIS BERTRAM C & KATHERINE M
2305 APPLETREE CT
HUNTSVILLE, AL 36801

HAWK CHARLES W & GAYE HAWK
128 DU RHU DR UNIT M
MOBILE, AL 36608

GREEN MATTHEW S
57 NACK LN
MOBILE, AL 36608

BOYKIN MALLORY, STEPHEN C
BOYKIN & JENNIFER BOYKIN
116-E DU RHU DR
MOBILE, AL 36608

REAMS DORA CERAVOLO & TERESA
A CERAVOLO
59 HILLSIDE LN
MOBILE, AL 36608

DAVID MITCHELL & ASHLEY BRADY
11 MCALPINE DR
MOBILE, AL 36608

HANES ALEXANDER S IV
100-K DU RHU DR
MOBILE, AL 36608

PALMER JULIE M
108-G DU RHU DR
MOBILE, AL 36608

ENGLAND DOROTHY M A LIFE EST
114-F DU RHU DR
MOBILE, AL 36608

LEATHERBURY CATHERINE & THOMAS
GRAVES LEATHERBURY
116-A DU RHU DR
MOBILE, AL 36608

SWEATT DAWN ROBBINS
132-C DU RHU DR
MOBILE, AL 36608

JARDINE JAMES Q
116-D DU RHU DR
MOBILE, AL 36608

TILLOTSON MARTHA S
104-D DU RHU DR
MOBILE, AL 36608

JORDAN JILLIAN R
130-J DU RHU DR
MOBILE, AL 36608

ECKERT PATRICK
128 DU RHU DR APT E
MOBILE, AL 36608

GREEN JAMES ANTONE & LAURIE
151 HILLSIDE DR
MOBILE, AL 36608

ISOM SHAREN D
112-J DU RHU DR
MOBILE, AL 36608

BAILEY SUSAN TODD
112-L DU RHU DR
MOBILE, AL 36608

STEVENS MARYANN CLARK
118-A DU RHU DR
MOBILE, AL 36608

BELL WINIFRED STILES
100-L DU RHU DR
MOBILE, AL 36608

LEARD WILLIAM DAVID
61 HILLSIDE DR
MOBILE, AL 36608

BURKE ELIZABETH MCLAUGHLIN
116-C DU RHU DR
MOBILE, AL 36608

FRIEND JOHN H III
PO BOX 1645
MOBILE, AL 36633

SCOTT PAUL ANTHONY & SHELLY MAY SCOTT
4107 RIDGELAWN DR
MOBILE, AL 36608

BEASLEY SHARRON ANN
4009 OLD SHELL RD, APT C5
MOBILE, AL 36608

HARKNESS MARGARET P
4009 OLD SHELL RD, APT E6
MOBILE, AL 36608

CAZALAS DAVID A
4009 OLD SHELL RD, APT C24
MOBILE, AL 36608

REYNOLDS RUSSELL T
4009 OLD SHELL RD, APT D10
MOBILE, AL 36608

LANHAM DORIS C
4009 OLD SHELL RD, APT D15
MOBILE, AL 36608

TEW MICHAEL B & RHONDA K TEW
516 BUCHANAN DR
DAUPHIN ISLAND, AL 36528

WELLS JUDSON W & BARBARA W WELLS
4009 OLD SHELL RD, APT C19
MOBILE, AL 36608

CLARK LARRY WINSTON & KATHLEEN MARIE CLARK
15 LITTLE GATE WAY
KINGSTON, GA 30145

PIERCE MICHAEL TRAVIS
140 SECRETARIAT PL
MADISON, AL 35756

VICKERS NOAH GATES
4009 OLD SHELL RD, APT A6
MOBILE, AL 36608

HAMILITON CATHRINE V
8706 PATTERSON PATH
LILLIAN, AL 36549

MCDANIEL HUEY G & BUNNIE S
3754 THE CEDARS AVE
MOBILE, AL 36608

MCLEOD ELIZABETH SUZANNE
4009 OLD SHELL RD, APT B2
MOBILE, AL 36608

COOKS LANDING AT BON SECOUR LLC
3755 MORDECAI LN
MOBILE, AL 36608

POND SUE CALDWELL
4009 OLD SHELL RD, APT C21
MOBILE, AL 36608

FREEMAN DAVIS AS TRUSTEE OF MYLES F ENGERSON TRUST
3762 MORDECAI LN
MOBILE, AL 36608

BITTNER RENEE A & LEFFRE R CHERI
510 PINE ST
CAMDEN, SC 29020

LANE DAVID & SUSAN LANE
4810 MUMS CT
MOBILE, AL 36608

MJDM LIVING TRUST OF AUGUST 4, 2020
4009 OLD SHELL RD, APT A5
MOBILE, AL 36608

McCOY AMY McDUFFIE
30846 PARAPET CT
SPANISH FORT, AL 36527

RADCLIFF VIRGINIA STINSON
20 N REED AVE
MOBILE, AL 36604

STOUT PAMELA N, AS TRUSTEE OF
PAMELA STOUT LIVING TRUST
3235 McRAE DR
MOBILE, AL 36695

INGE HERNDON III
4058 OLD SHELL RD
MOBILE, AL 36608

KAUFMAN TIM WILL & SHARON
GATES KAUFMAN
250 COLLEGE LN
MOBILE, AL 36608

BROWN BARRY L & KATHERINE
3970 OLD SHELL RD
MOBILE, AL 36608

FARRELL DANIEL G & JENNIFER P
FARRELL
3966 OLD SHELL RD
MOBILE, AL 36608

MCREE PLACE HOMEOWNERS
ASSOC INC
3940 MCREE LN
MOBILE, AL 36608

BOULO TYLER T JR & JILL G BOULO
251 COLLEGE LN
MOBILE, AL 36608

BARNES WILLIAM E IV & BRIANNE
HART BARNES
74 JORDAN LN
MOBILE, AL 36608

OUTLAW JEAN R
254 COLLEGE LN
MOBILE, AL 36608

COUNTS BRAXTON C III &
ANTOINETTE M COUNTS
253 COLEGE LN
MOBILE, AL 36608

GRIFFITH LAUREN BAYLY & MATTHEW
ROSS GRIFFITH
256 COLLEGE LN
MOBILE, AL 36608

DUNCAN KYLE JAMES & SHANNON
REED DUNCAN
255 COLLEGE LN
MOBILE, AL 36608

THOMPSON MARY JEANETTE
258 COLLEGE LN
MOBILE, AL 36608

WHITE BRADLEY THOMAS & HEATHER
NIDIFFER WHITE
3940 McREE LN
MOBILE, AL 36608

FAGBONGBE ADEYINKA O & ENIOLA
O FAGBONGBE
117 PROVIDENT LN
MOBILE, AL 36608

STOKES CLAIBORNE M & LEDER L
3669 STEIN AVE
MOBILE, AL 36608

MARTIN VIRGINIA S
3665 STEIN ST
MOBILE, AL 36608

GALLASPY SUE ELLEN
3661 STEIN AVE
MOBILE, AL 36608

MERRICK JUSTIN DUPUY & ANGELA
ELLIOTT MERRICK
259 COLLEGE LN
MOBILE, AL 36608

PC GOODWOOD LLC & DU RHU
DRIVE INVESTMENTS LLC
2862 DAUPHIN ST
MOBILE, AL 36606

ROE SEAN ALLAN & KIMBERLY ROE
147 McALPINE Dr
MOBILE, AL 36608

QUINNELLY JEFFREY & CHERYL A
QUINNELLY
PO BOX 81449
MOBILE, AL 36689

GRAFE MARY EMMA
12 ROSE AVE
MOBILE, AL 36608

HURD AUBREY M
151 McALPINE DR
MOBILE, AL 36608

FULMER ANNA KATHARYN
10 ROSE AVE
MOBILE, AL 36608

HIGHLAND AT SPRING HILL LLC
5690 WATERMELON RD STE 400
NORTHPORT, AL 35473

KITSOS III CHRISTOPHER T
8 McALPINE DR
MOBILE, AL 36608

MORGAN DAVID HEUBACH
3 McALPINE DR
MOBILE, AL 36608

TOMLINSON MICHAEL P
6 ROSE AVE
MOBILE, AL 36608

WARD MADELINE C & MELINDA A WARD
116 DU RHU DR UNIT F
MOBILE, AL 36608

KILLION MARY ANNE
118 DU RHU DR UNIT C
MOBILE, AL 36608

TISHER BEATRICE BEAR
130 DU RHU DR APT J
MOBILE, AL 36608

BURLESON BRETT
7260 LAKEVIEW DR E
MOBILE, AL 36608

McLANEY ELIZABETH
134-B DU RHU DR
MOBILE, AL 36608

JACKSON SARAH HUNTER & JOSEPH WALTON JACKSON
134-D DU RHU DR
MOBILE, AL 36608

KANGSUMRITH TEE & ANH KANGSUMRITH
PO BOX 1453
FAIRHOPE, AL 36533

MARRIOTT ANN BRAXTON
313 RIDGELAWN DR W
MOBILE, AL 36608

COOMBS ELLEN R & JOHN C COOMBS
124 DU RHU DR APT B
MOBILE, AL 36608

WATSON MICHAEL
124 DU RHU DR UNIT C
MOBILE, AL 36608

HOWELL PAIGE C & JEFFREY HOWELL JR
126B DU RHU DR
MOBILE, AL 36608

MONACH WILLIAM & R STEWART ONEILL JR
128 DU RHU DR UNIT D
MOBILE, AL 36608

BLAIR-ELORTEGUI JUDY V, ISABELLA ELORTEGUI & OSIEL ELORTEGUI
128 DU RHU DR UNIT F
MOBILE, AL 36608

TILLMAN PEYTON
6150 HALF MILE RD
THEODORE, AL 36582

SYLVESTER HALEY R
128 DU RHU DR UNIT H
MOBILE, AL 36608

CHUNN AMANDA E
128 DU SHU DR UNIT K
MOBILE, AL 36608

THAMES MARGARET SUSAN
130 DU RHU DR UNIT D
MOBILE, AL 36608

HINTON JUDITH C A LIFE EST
110 A DU RHU DR
MOBILE, AL 36608

HOLMES KATHARINE BLEDSOE
114C DU RHU DR
MOBILE, AL 36608

CALONJE BRANDY
118 DU RHU DR UNIT F
MOBILE, AL 36608

ABRUSCATO MARY S
122 DU RHU DR #B
MOBILE, AL 36608

ROBINSON ROSE M
C/O WILLIAM ALLISON
155 MILLS LN
JACKSON, AL 36545

DUNCAN AUBREY
10399 LOWELL ST E
MOBILE, AL 36695

LOTT FRANK J JR & MARIANNE H LOTT
104 MORPHY AVE
FAIRHOPE, AL 36532

CLOUD 7-A LLC
220 S MOBILE ST
FAIRHOPE, AL 36532

DERELI NESLIHAN
60 N ROYAL ST
MOBILE, AL 36602

SCHNEIDER CHRISTINA L
3195 HUTTERSFIELD CIR
TALLAHASSEE, FL 32303

HAZELWOOD JANE PALMER BRUNSON
3951 S McGREGOR AVE
MOBILE, AL 36608

CORNELL PROPERTIES LLC
PO BOX 8345
MOBILE, AL 36689

LARRY JEFFERSON DOUGLAS
10385 KALI OKA RD
MOBILE, AL 36613

FUSALOTTI ANDREW
3741 RIVERCHASE CT
THEODORE, AL 36582

DEMERANVILLA PROPERTIES LLC
PO BOX 208
POINT CLEAR, AL 36564

DICKINSON MARIE P & KEITH M DICKINSON
10832 RIGBY DR
MOBILE, AL 36695

ASG INVESTMENTS, LLC
117 FRAZER CT
MOBILE, AL 36607

R&S LEASING
34186 STEELWOOD RIDGE RD
LOXLEY, AL 36551

FULLER BRADLEY E
251 CROSSGATE DR
ELMORE, AL 36025

McCOY TIFFANY M AS TRUSTEE OF THE McCOY REVOCABLE LIVING TR
2608 CHARLESTON OAKS CT
MOBILE, AL 36695

McPHILLIPS REGINA & JEFFERY McPHILLIPS
656 RIDGEFIELD DR
MOBILE, AL 36608

DICKINSON MARIE P & KEITH M DICKINSON
720 CADILLAC AVE
DAUPHIN ISLAND, AL 36528

BROOKS KAREN JACKSON HILL
PO BOX 842
WATSON, LA 70786

EAGLE BAY PROPERTIES LLC SERIES 2
4011 McGREGOR OAKS
MOBILE, AL 36608

SIMS JULIA R
104 DU RHU DR UNIT D
MOBILE, AL 36608

MAKIN STEVEN ANTHONY & SHARIN EDYTHE MAKIN
9735 MODLEY RD
FAIRHOPE, AL 36532

FINCHER RICHARD R
23375 STATE LINE RD
LUCEDALE, MS 39452

MALBIS PLANTATION INC & FRANKLIN COMMONS PLAZA LLC
713 BELROSE AVE
DAPHNE, AL 36526

Agenda Item # 10

MOD-003325-2025 & MOD-003324-2025

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

Applicant Materials for Consideration – Planning Approval Modification

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
Northwest corner of Loyola Lane and Provident Lane

Applicant / Agent:
St. Paul's Episcopal School

Property Owner:
St. Paul's Episcopal

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

Future Land Use:
Institutional

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:
- Not provided

Proposal:
- Modification of a previously approved Planning Approval
- Modification of a previously approved Planned Unit Development

Considerations:
1. Modification of a previously approved Planned Unit Development with six (6) conditions;
2. Modification of a previously approved Planning Approval with six (6) conditions; and

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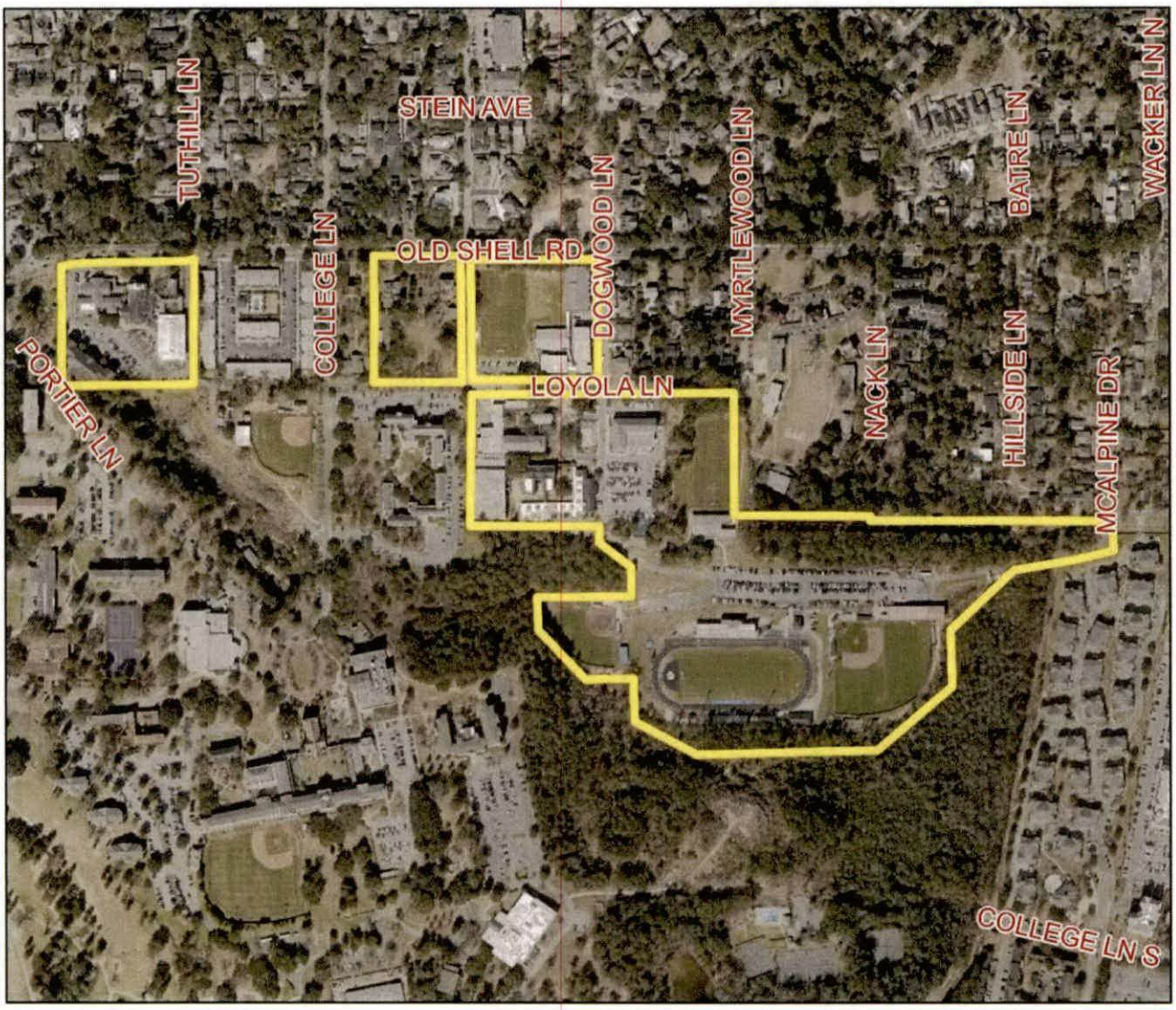
Site History 3
Staff Comments 3
Modification Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. A college lies to the southwest of the site.

APPLICATION NUMBER 10 DATE May 15, 2025

APPLICANT St. Paul's Episcopal School

REQUEST PA Modification, PUD Modification

N

NTS

SITE HISTORY

Since 2003, the subject site has been the subject of numerous Planning Approvals (PAs) to allow a church school in an R-1 district, and Planned Unit Developments (PUDs) to allow multiple buildings on a single building site, with shared access between multiple building sites. The most recent of these applications was approved by the Planning Commission at its June 15, 2023 meeting to allow construction of a new locker room for the girls' softball field, with Minor Modifications to adjust the size of the approved locker room.

A portion of the site was before the Planning Commission at its October 17, 2024 meeting as part of a two-lot Subdivision application, which was approved and recorded in Probate Court.

STAFF COMMENTS

Engineering Comments:

Planning Approval Modification (MOD-003325-2025)

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. Each Lot Owner shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area.
5. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
6. 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.
7. 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.
8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Planned Unit Development Modification (MOD-003324-2025)

1. Re-number the PUD NOTES. It contains two (2) NOTES with Number 3.
2. Retain PUD NOTES 3)1. Thru 3)6. As shown on the PUD SITE PLAN Sheet 1 of 1.

Traffic Engineering Comments:

The site is limited to driveways as shown on the approved PUD plan 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:

Planning Approval and Planned Unit Development Modifications

St. Paul's Episcopal School is an existing school, which has been before the Planning Commission numerous times previously. Currently, the applicant is proposing to incorporate an additional lot to the school, so that two (2) new soccer fields can be built.

Detailed descriptions of both requests are available via the links on page 1 of this report.

The soccer fields will not increase parking requirements for the school, will not alter the scope of operations previously approved for the site, and will comply with setback and site coverage requirements. It should be noted that there is an existing building depicted on the lot where the new soccer fields are proposed to be located. The existing building is labeled as "existing building to remain", but there is not mention of what the function of the structure will be. If approved, the site plan should be revised to label the existing structure with its proposed use.

It should be noted that there are notes on both the Planning Approval (PA) and Planned Unit Development (PUD) site plans stating the following:

Narrative for St. Paul's Episcopal School:

1. *Construct a new parking lot with 34 parking spaces and one new driveway turnout on Provident Lane.*
2. *Combine 10 parcels of land inside a block bounded by Old Shell Road, Dogwood Lane, Loyola Lane, and Provident Lane to create a one lot Subdivision consisting of 195,293± sq. ft or 4.48± acres.*

As the block referenced by note #2 was part of a one-lot Subdivision in 2021, which has been recorded in Probate Court, and is occupied by a parking lot, it appears this note is from a previous application. Furthermore, the site plans reference that they are a "revision to PA-001590-2021" and "revision to PUD-001589-2021". If approved, the site plans should be revised to accurately reflect the work being proposed at this time, as well as the most recent modification case numbers (MOD-003159-2024 and MOD-003160-2024).

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

PLANNING APPROVAL / 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 / Planning Approval Modifications:

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

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 for the Modified Planning Approval / Planned Unit Development, the following Findings of Fact must apply:

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. 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:

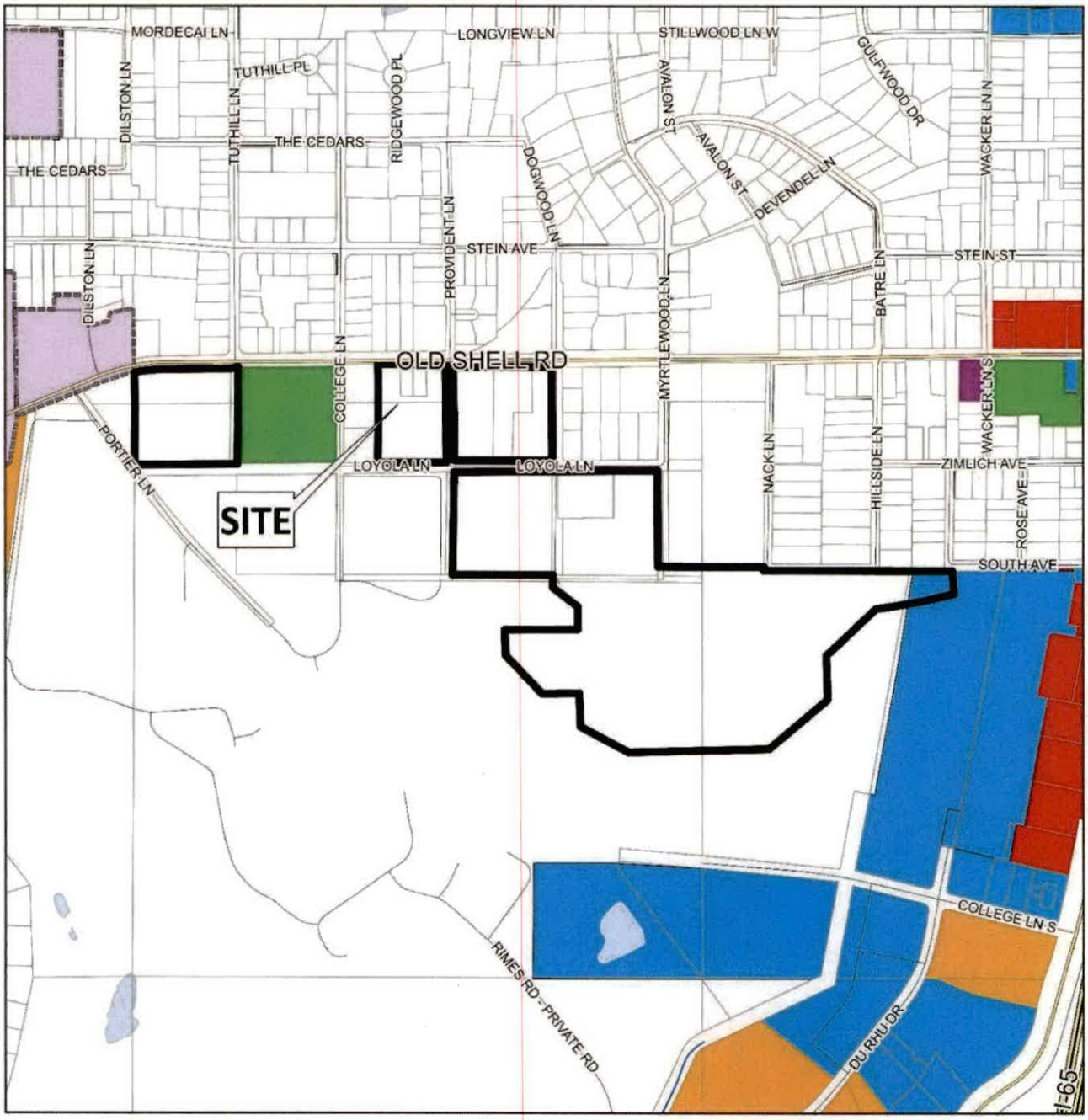
    1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    2. Includes adequate public facilities and utilities;

e. 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 should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

If approved, the following conditions could apply:

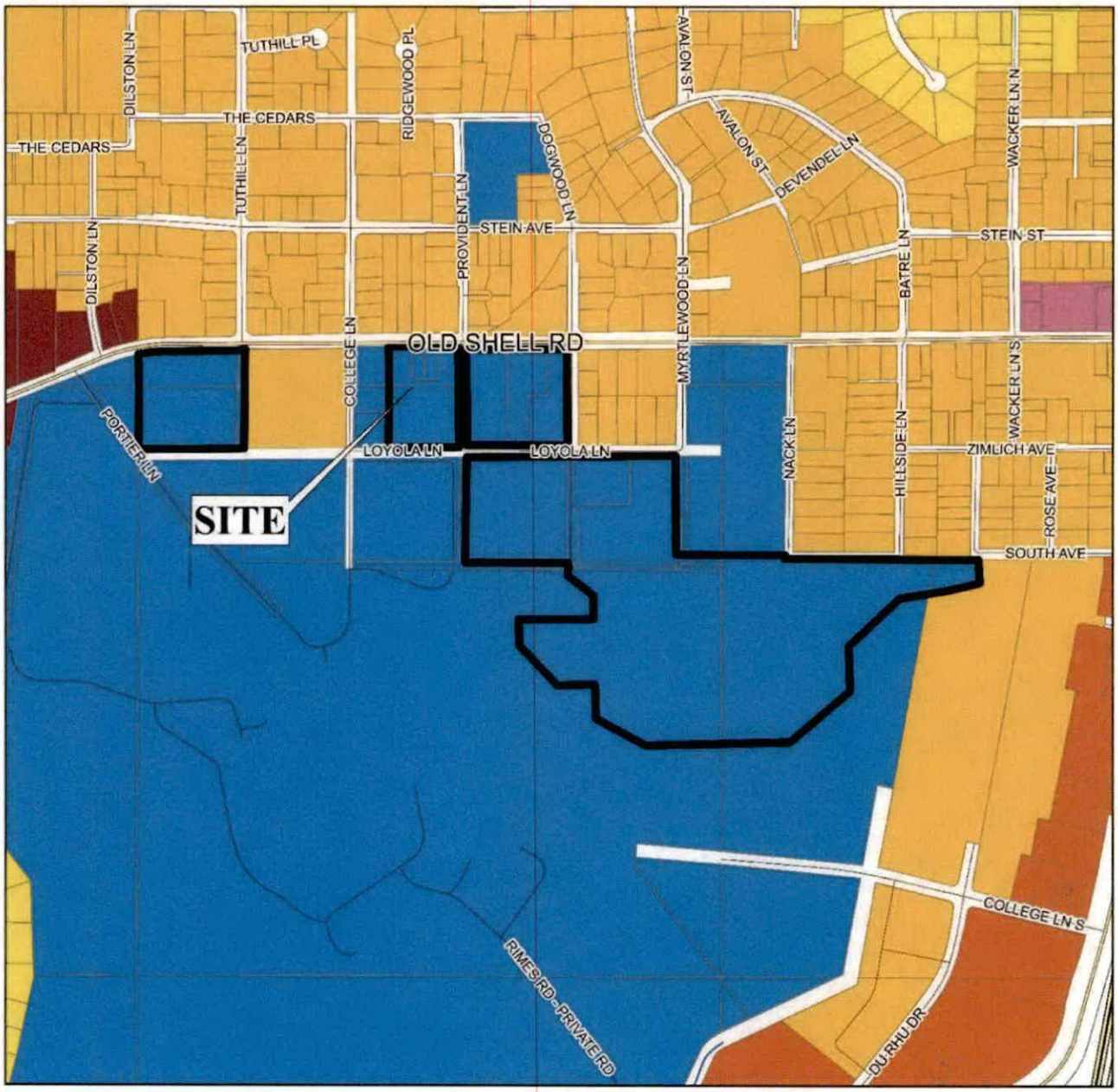
1. Revision of the site plan to state the proposed use of the existing building to remain on the site with the new soccer fields;
2. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
3. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
4. Placement of a note on the Final Planning Approval and PUD site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development and Planning Approval site plans prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 10 DATE May 15, 2025	N
APPLICANT St. Paul's Episcopal School	
REQUEST PA Modification, PUD Modification	NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE May 15, 2025

APPLICANT St. Paul's Episcopal School

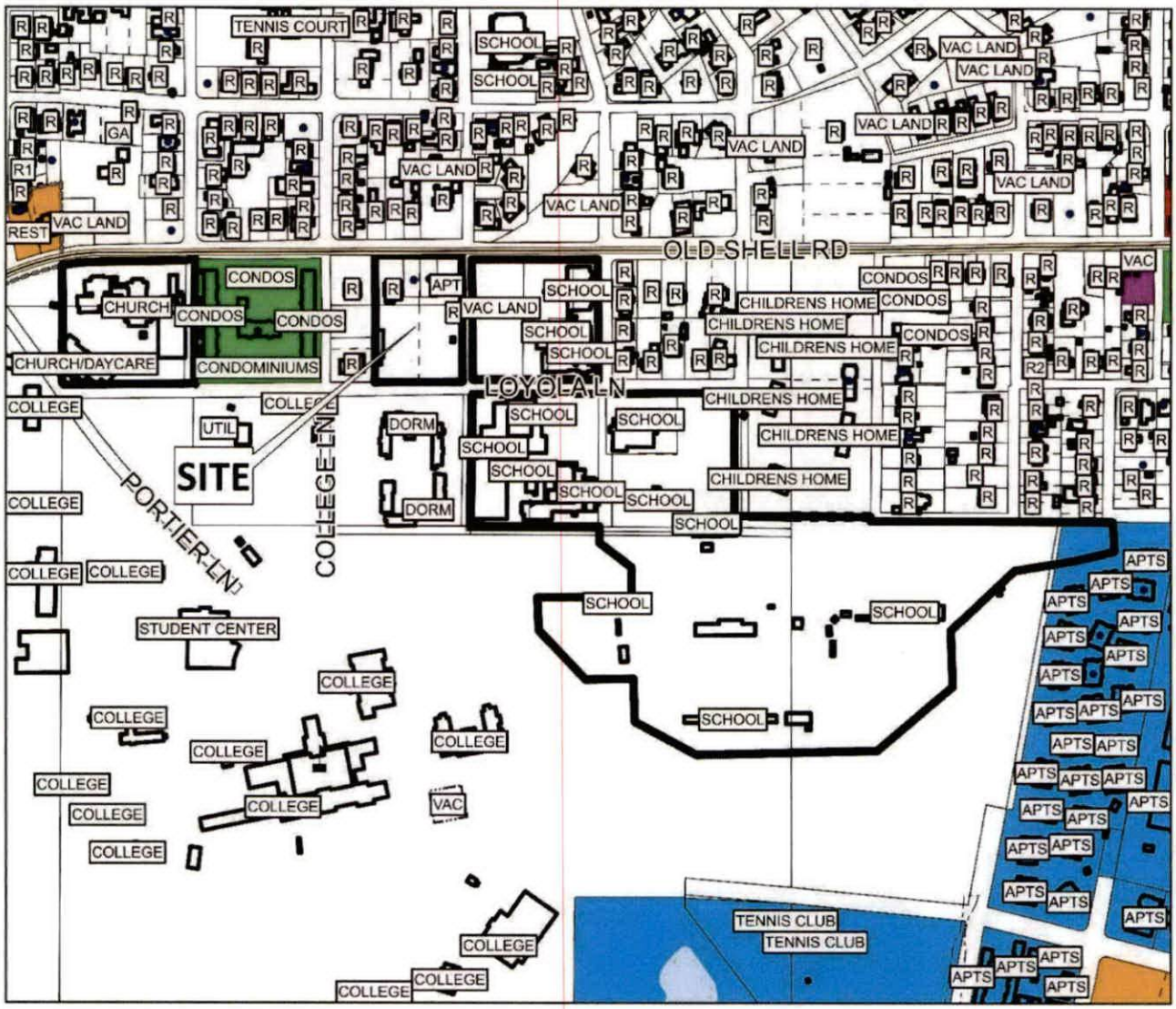
REQUEST PA Modification, PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. A college lies to the southwest of the site.

APPLICATION NUMBER 10 DATE May 15, 2025

APPLICANT St. Paul's Episcopal School

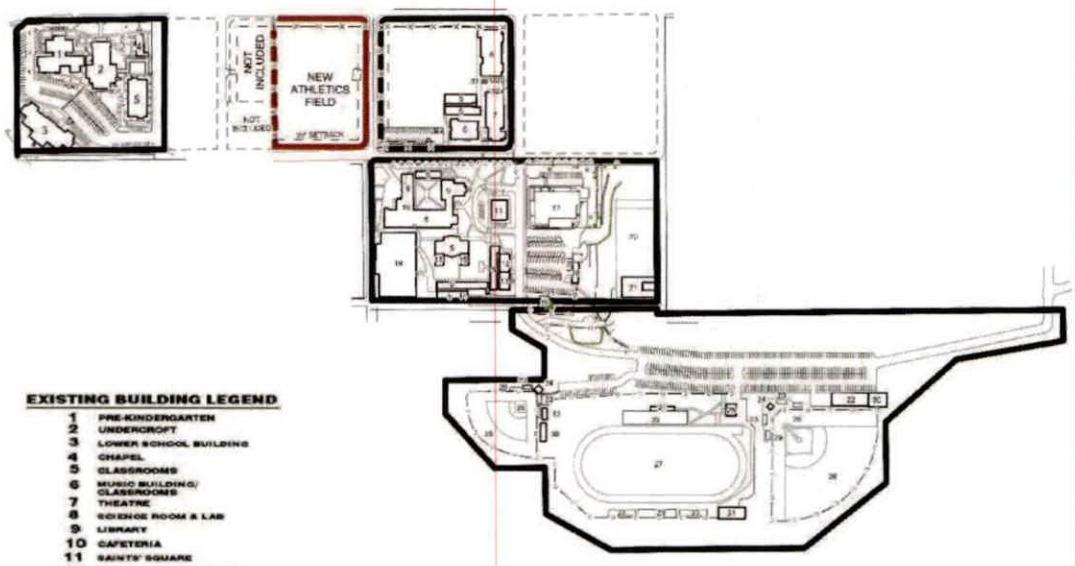
REQUEST PA Modification, PUD Modification

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

N

NTS

SITE PLAN



EXISTING BUILDING LEGEND

1 PRE-KINDERGARTEN
2 UNDERCROFT
3 LOWER SCHOOL BUILDING
4 CHAPEL
5 CLASSROOMS
6 MUSIC BUILDING/ CLASSROOMS
7 THEATRE
8 SCIENCE ROOM & LAB
9 LIBRARY
10 CAFETERIA
11 SAINTS' SQUARE
12 INTERMEDIATE LIBRARY
13 CAMPUS STORE
14 INTERMEDIATE ART ROOM
15 MIDDLE SCHOOL SCIENCE LAB & RESOURCE ROOM
16 GYMNASIUM
17 STUDENT CENTER
18 MAINTENANCE BUILDING
19 PLAYGROUND
20 PRACTICE FIELD
21 ATHLETIC FIELD HOUSE
22 BASEBALL FIELDHOUSE
23 BLEACHERS
24 PRESS BOX
25 CONCESSION BUILDING
26 BASEBALL FIELD
27 FOOTBALL FIELD/TRACK
28 SOFTBALL FIELD
29 DUG-OUT
30 COVERED BATTING CAGE
31 TRACK FIELD HOUSE
31 SERVICE
32 PORTABLE SHED
33 PROPOSED LOCKER ROOM
34 EXISTING BUILDING TO REMAIN

The site plan illustrates existing buildings, proposed soccer field, baseball fields, drives, and setbacks.

APPLICATION NUMBER 10 DATE May 15, 2025

APPLICANT St. Paul's Episcopal School

REQUEST PA Modification, PUD Modification

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 (WDW/RU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

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

Institutional Land Use (INS)

This designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities, but exclude parks and public open space which are identified under a separate land use classification (see below). Semi-public uses such as grammar and high schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are included.

Note: Small-scale properties (less than 2 acres) accommodating subsidiary public and semi-public facilities, such as branch libraries, substations, satellite clinics, etc., may not be specifically called out in the FLUM under this land use designation, but may instead be considered part of the array of integrated complementary uses typically found in a residential neighborhood or a mixed-use center or corridor. The specific location and design of these complementary uses is subject to zoning.

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 5487, 5491, and 5495 Hilltop Drive, South

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 17, 2025**, a public hearing will be held on the **22nd** day of **July**, 2025, at 10:30 a.m., to consider adoption of an ordinance for the modification of a Previously Approved Planned Unit Development for property located at 5487, 5491, and 5495 Hilltop Drive, South to allow reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision.

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 (PUD) was approved on August 17, 2006, allowing reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision on property located at 5487, 5491 & 5495 Hilltop Drive South and described as follows:

LOT 4, LOT 5 & LOT 6, WESTHILL SUBDIVISION AS RECORDED IN MAP BOOK 116, PAGE 43 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on March 12, 2025, allowing reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on April 17, 2025, and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Retention of the current curve data table on the site plan;
2. Retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information;
3. Retention of the 15-foot front yard setback on the site plan;
4. Retention of at least the 5-foot side yard setbacks on the site plan;
5. Retention of the 8-foot rear yard setbacks on the site plan;
6. Placement of a note on the site plan stating that site coverage is limited to a maximum of 35%;
7. Placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;

8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat for the subdivision;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in this staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in this staff report;
12. Compliance with all Urban Forestry comments noted in this staff report; and,
13. Compliance with all Fire Department comments noted in this staff report

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. Will minimize traffic hazards and traffic congestion on the public roads;
F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. Shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Retention of the current curve data table on the site plan;
2. Retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information;
3. Retention of the 15-foot front yard setback on the site plan;
4. Retention of at least the 5-foot side yard setbacks on the site plan;
5. Retention of the 8-foot rear yard setbacks on the site plan;
6. Placement of a note on the site plan stating that site coverage is limited to a maximum of 35%;
7. Placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat for the subdivision;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in this staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in this staff report;
12. Compliance with all Urban Forestry comments noted in this staff report; and,
13. Compliance with all Fire Department comments noted in this staff report

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 synopsized 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 22nd day of July, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 25th 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 5487, 5491 & 5495 Hilltop Drive South.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on August 17, 2006. The owner of said property has applied for a Major Modification of the PUD allowing reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision. If approved, the major modification will allow reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision, subject to the following proposed conditions: 1. Retention of the current curve data table on the site plan; 2. Retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information; 3. Retention of the 15-foot front yard setback on the site plan; 4. Retention of at least the 5-foot side yard setbacks on the site plan; 5. Retention of the 8-foot rear yard setbacks on the site plan; 6. Placement of a note on the site plan stating that site coverage is limited to a maximum of 35%; 7. Placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder; 8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat for the subdivision; 9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision; 10. Compliance with all Engineering comments noted in the staff report; 11. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report; 12. Compliance with all Urban Forestry comments noted in the staff report; and, 13. Compliance with all Fire Department comments noted in the staff report.

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

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

Sponsored by: Councilmember Gina Gregory

WHEREAS, a Planned Unit Development (PUD) was approved on August 17, 2006, allowing reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision on property located at 5487, 5491 & 5495 Hilltop Drive South and described as follows:

LOT 4, LOT 5 & LOT 6, WESTHILL SUBDIVISION AS RECORDED IN MAP BOOK 116, PAGE 43 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on March 12, 2025, allowing reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on April 17, 2025, and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Retention of the current curve data table on the site plan;
2. Retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information;
3. Retention of the 15-foot front yard setback on the site plan;
4. Retention of at least the 5-foot side yard setbacks on the site plan;
5. Retention of the 8-foot rear yard setbacks on the site plan;
6. Placement of a note on the site plan stating that site coverage is limited to a maximum of 35%;
7. Placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat for the subdivision;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in this staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in this staff report;
12. Compliance with all Urban Forestry comments noted in this staff report; and,
13. Compliance with all Fire Department comments noted in this staff report

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. Will minimize traffic hazards and traffic congestion on the public roads;
F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. Shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Retention of the current curve data table on the site plan;
2. Retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information;
3. Retention of the 15-foot front yard setback on the site plan;
4. Retention of at least the 5-foot side yard setbacks on the site plan;
5. Retention of the 8-foot rear yard setbacks on the site plan;
6. Placement of a note on the site plan stating that site coverage is limited to a maximum of 35%;
7. Placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat for the subdivision;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in this staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in this staff report;
12. Compliance with all Urban Forestry comments noted in this staff report; and,
13. Compliance with all Fire Department comments noted in this staff report

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

Adopted:

_____

Lisa Lambert, City Clerk

Hunter Smith & Daniel Clark, Smith Clark & Associates, LLC
Westhill Subdivision, Resubdivision of Lots 4, 5 & 6
5487, 5491 & 5495 Hilltop Drive South
Council District 7
Gina Gregory

THE CITY OF MOBILE, AL
Planning & Zoning Department
MOBILE CITY PLANNING COMMISSION

June 6, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on April 17, 2025, considered the request of Hunter Smith & Daniel Clark, Smith Clark & Associates, LLC, for a Major Modification of a previously approved Planned Unit Development (PUD) allowing reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision, for the property located at 5487, 5491, & 5495 Hilltop Drive 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 current curve data table on the site plan;
2. Retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information;
3. Retention of the 15-foot front yard setback on the site plan;
4. Retention of at least the 5-foot side yard setbacks on the site plan;
5. Retention of the 8-foot rear yard setbacks on the site plan;
6. Placement of a note on the site plan stating that site coverage is limited to a maximum of 35%;
7. Placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat for the subdivision;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in this staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in this staff report;
12. Compliance with all Urban Forestry comments noted in this staff report; and,
13. Compliance with all Fire Department comments noted in this staff report.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

April 21, 2025

Hunter Smith or Daniel Clark
Smith Clark & Associates, LLC
30941 Mill Lane
Suite G
Box 258, Spanish Fort, Alabama 36527

Re: 5487, 5491 & 5495 Hilltop Drive South
MOD-003274-2025
Westhill Subdivision, Resubdivision of Lots 4, 5 & 6
District 7
Major Modification of a previously approved Planned Unit Development allowing reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision.

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

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

After discussion the Planning Commission determined the following 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 current curve data table on the site plan;
2. Retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information;
3. Retention of the 15-foot front yard setback on the site plan;
4. Retention of at least the 5-foot side yard setbacks on the site plan;
5. Retention of the 8-foot rear yard setbacks on the site plan;
6. Placement of a note on the site plan stating that site coverage is limited to a maximum of 35%;
7. Placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
8. Submittal to and approval by Planning and Zoning of a revised Planned Unit Development (PUD) site plan prior to signing the Final Plat for the subdivision;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report; and,
13. Compliance with all Fire Department comments noted in the staff report.

The advertising fee for this application is based on the current legal description is **$510.72.** 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
Stephen Guthrie
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
March 28, 2025
PUBLIC HEARING NOTICE

Re: 5487, 5491, & 5495 Hilltop Drive South
MOD-003274-2025
Westhill Subdivision, Resubdivision of Lots 4, 5 & 6
Hunter Smith & Daniel Clark, Smith Clark & Associates, LLC
District 7
Major Modification of a previously approved Planned Unit Development allowing reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision.

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.

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

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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:	Hunter Smith or Daniel Clark	Same as Applicant
Firm:	Smith Clark & Associates, LLC	
Phone:	251-626-0404	
Email:	Danny@smithclarkllc.com	
Address:	30941 Mill Ln, Ste G Box 258, Spanish Fort AL 36527	

	Owner	Design Professional
Name:	Starr Boykin	
Firm:	Copper Hill LLC	
Phone:	251-340-8380	
Email:	starr@tensawland.com	
Address:	1108 Hwy 90 Service Dr, Mobile AL 36693	

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

Lots 5 & 6 Hilltop Dr S, Mobile AL 36608
Property Address

36,611 sq ft total
Property Area (acres or square feet)

KEY3680136 & 3680145
Parcel Number(s) or Key Number(s)

R-1 Single Family Residential
Present Zoning or Transect District

n/a
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.

Starr Boykin
Owner Signature

2/25/25
Date

Applicant or Agent Signature (if applicable)

3/12/25
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.

Applicant or Agent Signature

3/12/25
Date

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

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1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   This modification will delete a lot from the existing subdivision. It will not affect the Comprehensive Plan.

   Low Density Residential
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   This modification will remove Lot 5 from the subdivision and increase the size of Lots 4 & 6 to accommodate the decrease in density. The character of the neighborhood will not be affected.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   This modification decreases density.

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

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

6. Please provide the following information:

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

This modification is to delete a lot from the PUD. No new structures will be added by this modification.

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

This modification is to delete a lot from the PUD. No new landscaping will be added by this modification.

☐ Lighting:

This modification is to delete a lot from the PUD. No new lighting will be added by this modification.

☐ Hours of operation:

n/a

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

n/a

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

This modification is to delete a lot from the PUD. No elements will be added that would be detrimental to the publics health, safety or general welfare by this modification.

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

This modification decreases density.

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:	Hunter Smith or Daniel Clark	Same as Applicant
Firm:	Smith Clark & Associates, LLC	
Phone:	251-626-0404	
Email:	Danny@smithclarkllc.com	
Address:	30941 Mill Ln, Ste G Box 258, Spanish Fort AL 36527	

	Owner	Design Professional
Name:	Allen & Kathy Acton	
Firm:		
Phone:	251-402-1136	
Email:	k4acton@yahoo.com	
Address:	5487 Hilltop Dr S, Mobile AL 36608	

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

5487 Hilltop Dr S, Mobile AL 36608
Property Address

36,611 sq ft total
Property Area (acres or square feet)

KEY3680127
Parcel Number(s) or Key Number(s)

R-1 Single Family Residential
Present Zoning or Transect District

n/a
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.

Allen Acton Kathy Acton
Owner Signature

2-27-25
Date

Applicant or Agent Signature (if applicable)

3/12/25
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.

Applicant or Agent Signature

3/12/25
Date

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

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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.
   This modification will delete a lot from the existing subdivision. It will not affect the Comprehensive Plan.

   Low Density Residential
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   This modification will remove Lot 5 from the subdivision and increase the size of Lots 4 & 6 to accommodate the decrease in density. The character of the neighborhood will not be affected.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   This modification decreases density.

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

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

6. Please provide the following information:

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

This modification is to delete a lot from the PUD. No new structures will be added by this modification.

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

This modification is to delete a lot from the PUD. No new landscaping will be added by this modification.

- ☐ Lighting:

This modification is to delete a lot from the PUD. No new lighting will be added by this modification.

- ☐ Hours of operation:

n/a

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

n/a

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

This modification is to delete a lot from the PUD. No elements will be added that would be detrimental to the publics health, safety or general welfare by this modification.

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

This modification decreases density.

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: Resub of Lots 4, 5 & 6 Westhill Subdivision

Address: Lots 5 & 6, Hilltop Dr S, Mobile AL 36608

Owner: Starr Boykin for Copper Hill LLC

Address: 1108 Hwy 90 Service Dr, Mobile Zip Code: 36693

Phone: 251-340-8380 Fax: n/a Email: starr@tensawland.com

Authorized Agent: Smith Clark & Associates, LLC / Daniel Clark or Hunter Smith

Address: 30941 Mill Ln, Ste G Box 258, Spanish Fort Zip Code: 36527

Phone: 251-626-0404 Fax: n/a Email: danny@smithclarkllc.com

Contractor: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Architect: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Signature: [signature] Print: Hunter C. Smith

Date: 2/14/2025 Affiliation to project/Organization: Authorized Agent

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: Resub of Lots 4, 5 & 6 Westhill Subdivision

Address: 5487 Hilltop Dr S, Mobile AL 36608

Owner: Allen & Kathy Acton

Address: 5487 Hilltop Dr S, Mobile Zip Code: 36608

Phone: 251-402-1136 Fax: n/a Email: k4acton@yahoo.com

Authorized Agent: Smith Clark & Associates, LLC / Daniel Clark or Hunter Smith

Address: 30941 Mill Ln, Ste G Box 258, Spanish Fort Zip Code: 36527

Phone: 251-626-0404 Fax: n/a Email: danny@smithclarkllc.com

Contractor:

Address: Zip Code:

Phone: Fax: Email:

Civil Engineer:

Address: Zip Code:

Phone: Fax: Email:

Architect:

Address: Zip Code:

Phone: Fax: Email:

Submitted by:

Signature: Hunter C Smith

Print

Date: 2/14/2025

Affiliation to project/Organization: Authorized Agent

SMITH CLARK & ASSOCIATES
land surveyors

March 12, 2025

Planning & Zoning
City of Mobile

RE: Westhill Subdivision PUD Modification Justification

Smith, Clark & Associates is submitting, on behalf of Copper Hill LLC and Allen & Kathy Acton, a request to modify the existing PUD for Westhill Subdivision. This PUD modification is being submitted simultaneously with a request to Re-subdivide Lots 4-6. Lot 5 will be removed from the subdivision to increase the sizes of Lots 4 & 6.

Sincerely,

Hunter C. Smith, PLS
President
Smith,Clark & Associates, LLC

30941 Mill Ln. Suite G, Box 258 • Spanish Fort, AL 36527•
(251) 626-0404
hunter@smithclarkllc.com

Allen & Kathy Acton
5487 Hilltop Dr S
Mobile AL 36608

Copper Hill LLC
1108 Highway 90 Dr
Mobile AL 36693

Smith Clark & Associates, LLC
30941 Mill Ln
Ste G, Box 258
Spanish Fort AL 36527

Edward & Carole Spremich
63 Silverwood St
Mobile AL 36607

West Hill LLC
3964 Airport Blvd
Mobile AL 36608

Kelley & Kathleen Ouzts
5479 Hilltop Dr S
Mobile AL 36608

Haley Hancock
5471 Hilltop Dr S
Mobile AL 36608

William Susman
213 Kingswood Ct
Mobile AL 36608

5472 Old Shell Road LLC
143 Myrtlewood Ln
Mobile AL 36608

Linda Knight, Trustee
4171 Carmel Dr N
Mobile AL 36608

Smita Properties LLC
4640 W Beach Blvd, Unit C1
Gulf Port MS 39501

Alfred Little
2300 Granada Ave
Mobile AL 36693

Michael & Ben Johnston
3968 Japonica Ln
Mobile AL 36693

Burlow Inc
5558 Old Shell Rd
Mobile AL 36608

Alabama Power Co
150 St Joseph St
Mobile AL 36602

USC LLC, Eleanor Cummings &
Shell Road LLC
PO Box 16227
Mobile AL 36616

Sylvester & Pamela Shakir
5663 Vanderbilt Dr
Mobile AL 36608

Sharie Reese
5286 Fletching Ct
Theodore AL 36582

Clifford & Jeanette Keller Jr
1726 Augusta Dr W
Mobile AL 36695

Shahi Pawan Khadgi
5651 Vanderbilt Dr
Mobile AL 36608

Amanda Nadeau
8280 Whisper Lakes Ct
Mobile AL 36619

Dennis & Megan Wallace
c/o Major Dennis Wallace
224 Stratford Dr
Vandenberg SB CA 93436

John Reed
108 Vanderbilt Dr
Mobile AL 36608

Best Homes LLC
112 Vanderbilt Dr
Mobile AL 36608

Jimmy Counselman & Emily Hodge
276 Miller Howze Rd
Coffeeville AL 36524

Planning Commission
April 17, 2025

Agenda Item # 10

SUB-003244-2025 & MOD-003274-2025

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – PUD Modification

DETAILS

Location:
5487, 5491 & 5495 Hilltop Drive South

Subdivision Name:
Westhill Subdivision, Resubdivision of Lots 4, 5 & 6

Applicant / Agent:
Hunter Smith & Daniel Clark, Smith Clark & Associates, LLC

Property Owner:
Starr Boykin, Copper Hill LLC

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

Future Land Use:
Low Density Residential

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- Not provided

Proposal:

- Subdivision approval to create two (2) legal lots of record
- Modification of a previously approved Planned Unit Development

Commission Considerations:

- Subdivision approval with twelve (12) conditions.
- Major Modification of a previously approved Planned Unit Development with thirteen (13) conditions.

Report Contents: **Page**

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PUD Modification Considerations 7
Exhibits 9

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by commercial and residential units.

APPLICATION NUMBER 10 DATE April 17, 2025

APPLICANT Westhill Subdivision, Resubdivision of Lots 4, 5 & 6

REQUEST Subdivision, PUD Modification

N

NTS

SITE HISTORY

The subject site was annexed into the City in 1956.

With the adoption of the Zoning Ordinance in 1967, it was assigned an R-A, Residential-Agriculture zoning classification.

Sometime later, the zoning classification was changed to R-1, Single-Family Residential.

The site was the subject of two (2) subdivision approvals, both named Westhill Subdivision with twelve (12) lots each, in 2003. Each subdivision had an accompanying Planned Unit Development (PUD), both to allow for reduced lot sizes, reduced lot widths, and reduced building setbacks, and an additional request for increased site coverage to 55% for one (1) of the PUD. All were approved, but the approvals eventually expired.

In August 2006, the site was again before the Commission as Westhill Subdivision, but with eleven (11) proposed lots and an accompanying PUD to allow reduced lot widths and sizes, reduced building setbacks, and increased site coverage to 45%. Both were approved and the subdivision was recorded in Probate Court.

The site has never had any applications before the Board of Zoning Adjustment.

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 and label the monument set or found at each subdivision corner.
C. Add a graphic scale.
D. Show and label all flood zones. New maps went into effect on June 5, 2020.
E. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 114.
F. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
G. Provide the Surveyor's Certificate.
H. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo LOTS 4A and 6A will share the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 4A – NONE and LOT 6A – NONE.
I. 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.
J. 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.

K. 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.
L. 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.
M. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
N. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Modification of Planned Unit Development

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. Each Lot Owner shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require

approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

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

Planning Comments:

Subdivision

The applicant is proposing a two (2)-lot, 0.84±-acre subdivision out of three (3) existing lots of record from the previously recorded Westhill Subdivision. The site is served by public water and sanitary sewer services.

The site is located at the West terminus of Hilltop Drive South, a public right-of-way with curb and gutter and a compliant 50-foot right of way. The current cul-de-sac has a 50-foot radius along the site frontage (100-foot diameter), but the Subdivision Regulations now require a 60-foot radius (120-foot diameter) for a cul-de-sac. However, as one of the two (2) proposed lots is developed, the requirement for dedication along the site frontage would seem unwarranted. A waiver of Section 6.B.9. would seem in order to allow such. If approved, the current curve data table for the site should be retained on the Final Plat.

Both proposed lots meet the minimum size requirements of the Subdivision Regulations and are labeled with their sizes in both square feet and acres. If approved, this information should be retained on the Final Plat, or a table should be furnished on the Final Plat providing the same information.

As with the approval of Westhill Subdivision, the lots are proposed to have a 15-foot minimum building setback line along the street frontage. Side yard and rear yard setbacks are proposed as eight (8) feet. Unlike the previous subdivision approval, there will not be a zero-lot line on one side, and an eight (8)-foot side yard setback is proposed instead. It should be noted that the UDC now requires 5-foot side yard setbacks and 8-foot rear yard setbacks. As such, at least a 5-foot side yard setback should be retained on the Final Plat, if approved. There is no increased site coverage proposed as in the previous subdivision approval. In order to avoid possible confusion with the 45% maximum site coverage allowed in the remainder of Westhill Subdivision, a note should be placed on the Final Plat stating that site coverage is limited to 35% maximum site coverage, unless otherwise requested by the applicant.

A sanitary sewer easement is indicated on the preliminary plat. Therefore, a note should be required on the Final Plat, if approved, stating that no structure may be constructed or placed in any easement without the permission of the easement holder.

A revised PUD site plan should be submitted to and approved by Planning and Zoning prior to signing the Final Plat for the
subdivision.

Planned Unit Development Modification

The purpose of the Planned Unit Development (PUD) Modification under consideration is to amend the previously approved PUD to reflect the newly created lots. The previously approved PUD contained 11 lots, and three (3) of those lots are proposed to be amended as two (2) lots; therefore, the PUD must also be amended.

The applicant states the following concerning the MOD application:

> *This modification will remove Lot 5 from the subdivision and increase the size of Lots 4 & 6 to accommodate the decrease in density. The character of the neighborhood will not be affected.*

The site plan submitted is identical to the preliminary plat. Therefore, any required revisions would be the same as on the preliminary plat.

The curve data should be retained on the site plan. The lot size labels in both square feet and acres should be retained on the site plan, or a table should be furnished on the site plan providing the same information.

At least 5-foot rear yard setbacks should be retained on the site plan. As no increased site coverage is proposed as with the previous PUD approval, in order to avoid possible confusion with the 45% maximum site coverage allowed in the remainder of Westhill Subdivision, a note should be placed on the site plan stating that site coverage is limited to 35% maximum site coverage, unless otherwise requested by the applicant.

As a sanitary sewer easement is indicated on the site plan, a note should be required on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder.

A revised PUD site plan should be presented to and approved by Planning and Zoning prior to signing the Final Plat for the subdivision.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

Based on the preceding, and with a waiver of Section 6.B.9. of the Subdivision Regulations, if the Subdivision request is considered for approval, the following conditions could apply:

1. Retention of the current curve data table on the Final Plat;
2. Retention of the lot size labels in both square feet and acres on the Final Plat, or the furnishing of a table on the Final Plat providing the same information;
3. Retention of the 15-foot front yard setback on the Final Plat;
4. Retention of at least the 5-foot side yard setbacks on the Final Plat;
5. Retention of the 8-foot rear yard setbacks on the Final Plat;
6. Placement of a note on the Final Plat stating that site coverage is limited to a maximum of 35%;

7. Placement of a note on the Final Plat stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat;
9. Compliance with all Engineering comments noted in this staff report;
10. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report; and,
12. Compliance with all Fire Department comments noted in this staff report.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

a. Is consistent with all applicable requirements of this Chapter;
b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    2. Includes adequate public facilities and utilities;

e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. Shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

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

a. Is consistent with all applicable requirements of this Chapter;
b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and

screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and

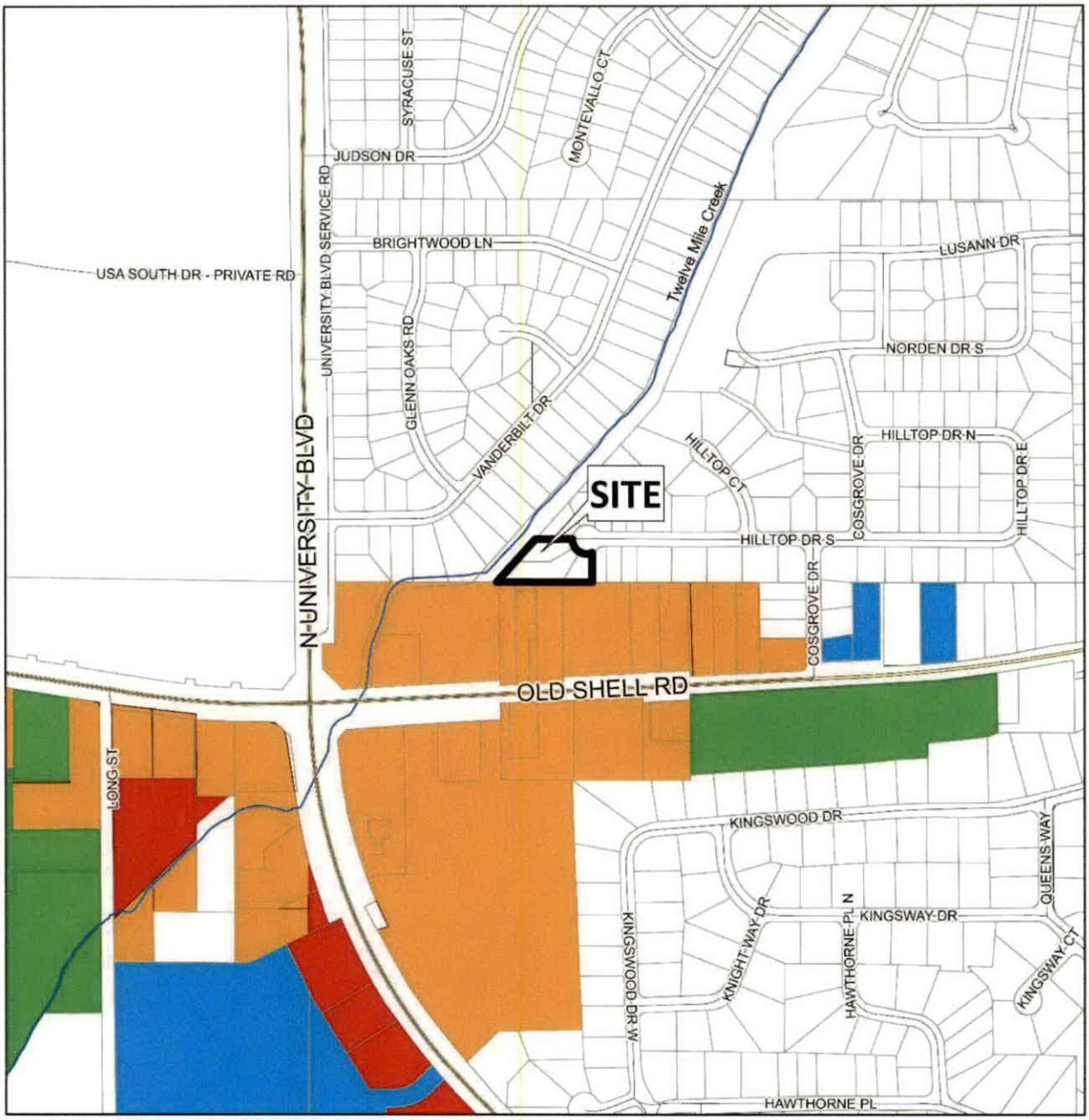
2. Includes adequate public facilities and utilities;

e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. Shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

If approved, the following conditions could apply:

1. Retention of the current curve data table on the site plan;
2. Retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information;
3. Retention of the 15-foot front yard setback on the site plan;
4. Retention of at least the 5-foot side yard setbacks on the site plan;
5. Retention of the 8-foot rear yard setbacks on the site plan;
6. Placement of a note on the site plan stating that site coverage is limited to a maximum of 35%;
7. Placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat for the subdivision;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in this staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in this staff report;
12. Compliance with all Urban Forestry comments noted in this staff report; and,
13. Compliance with all Fire Department comments noted in this staff report.

LOCATOR ZONING MAP



APPLICATION NUMBER 10 DATE April 17, 2025

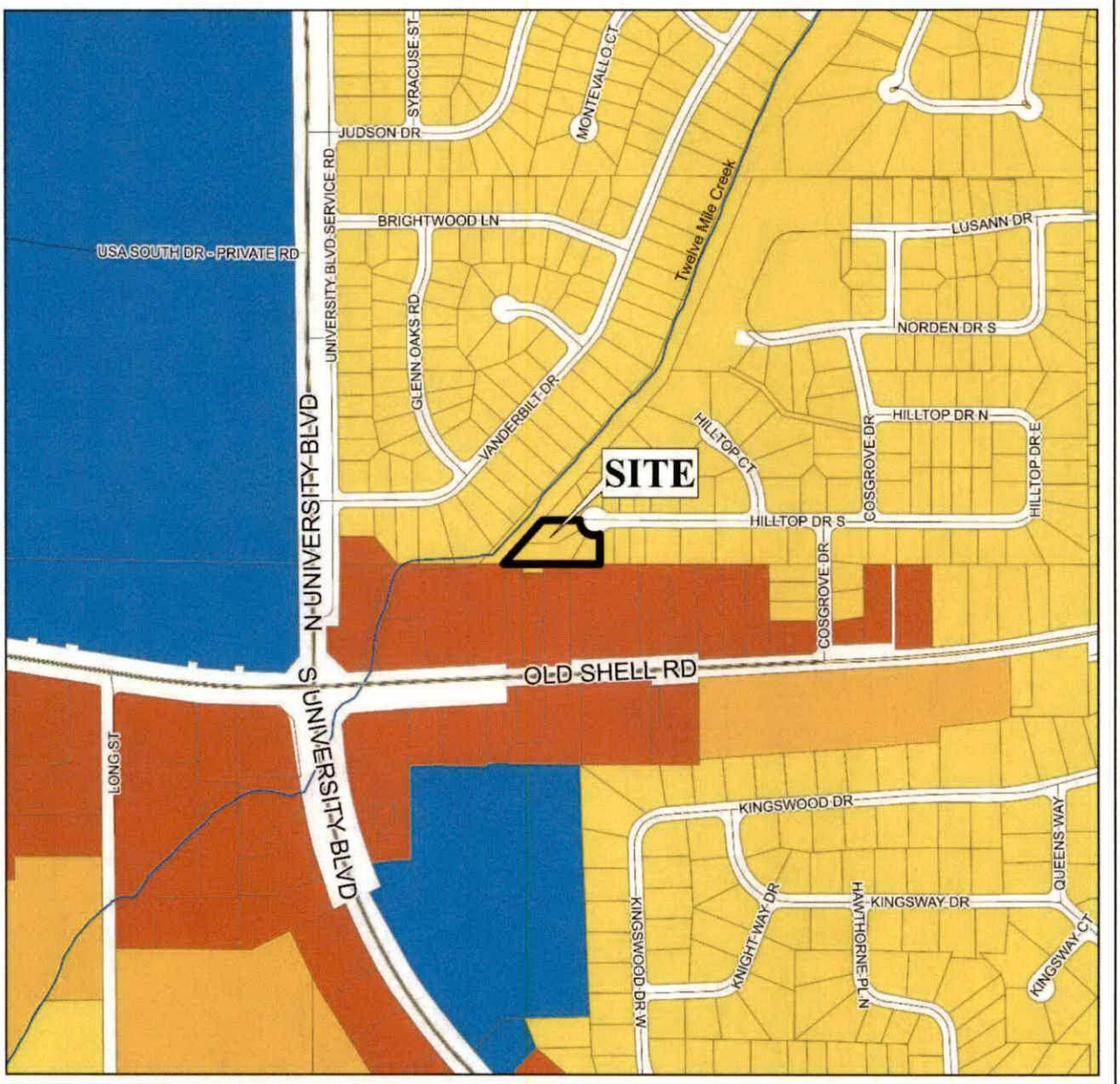
APPLICANT Westhill Subdivision, Resubdivision of Lots 4, 5 & 6

REQUEST Subdivision, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE April 17, 2025

APPLICANT Westhill Subdivision, Resubdivision of Lots 4, 5 & 6

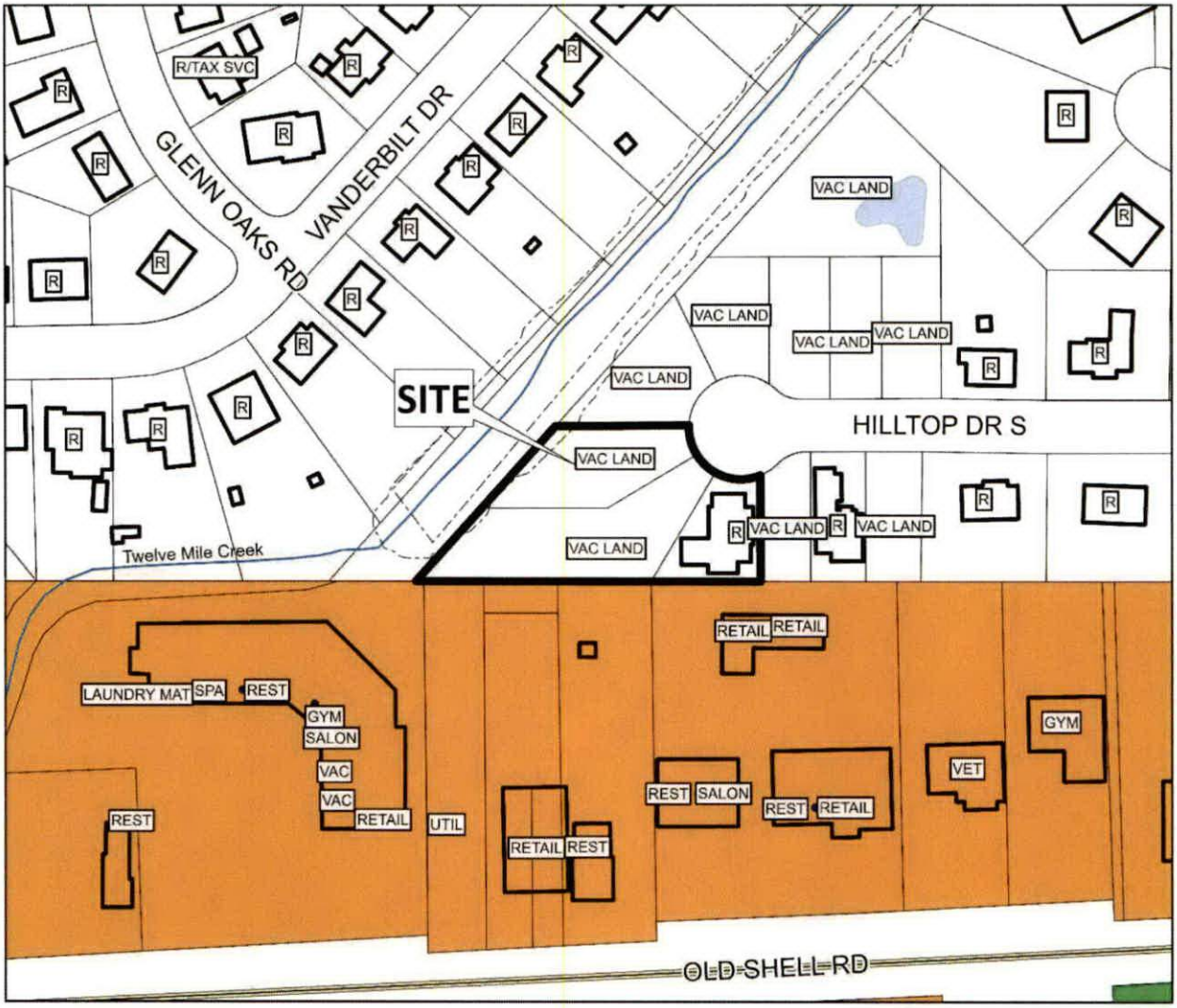
REQUEST Subdivision, PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 10 DATE April 17, 2025

APPLICANT Westhill Subdivision, Resubdivision of Lots 4, 5 & 6

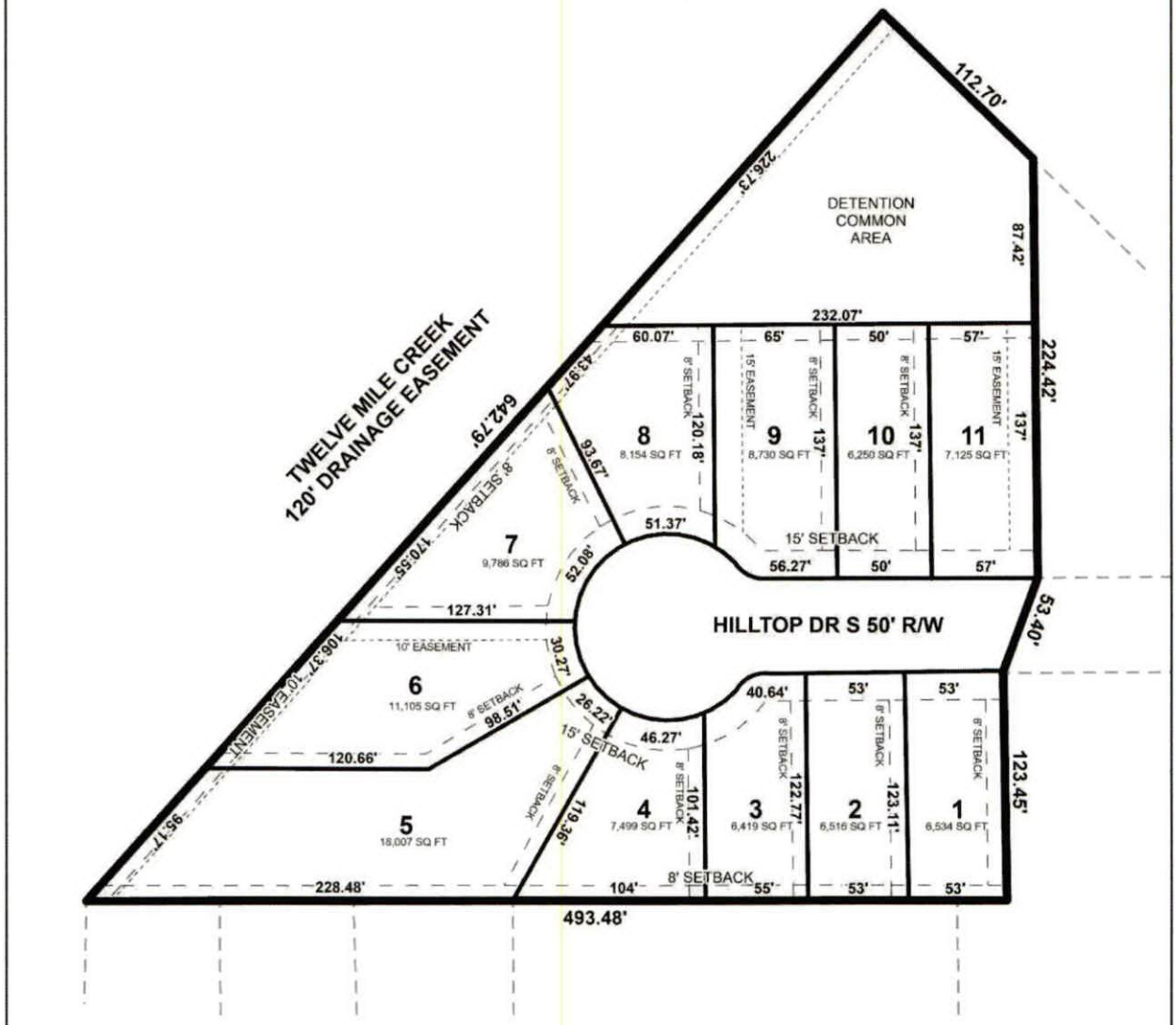
REQUEST Subdivision, PUD Modification

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

N

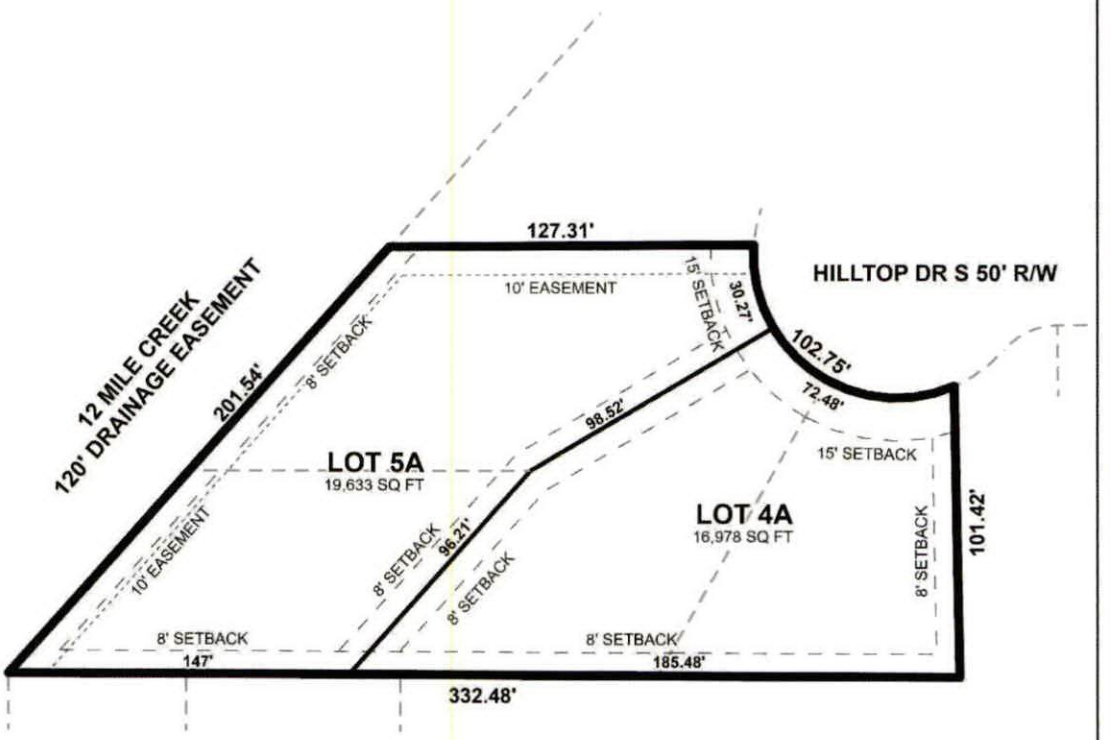
NTS

PREVIOUS PUD SITE PLAN



APPLICATION NUMBER 10 DATE April 17, 2025	N
APPLICANT Westhill Subdivision, Resubdivision of Lots 4, 5 & 6	
REQUEST Subdivision, PUD Modification	NTS

SITE PLAN



The site plan illustrates the proposed subdivision, setbacks, and easements.

APPLICATION NUMBER 10 DATE April 17, 2025 APPLICANT Westhill Subdivision, Resubdivision of Lots 4, 5 & 6 REQUEST Subdivision, PUD Modification	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)

Residential Land Use

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

R E S O L U T I O N

Sponsored by: Councilmember Gina Gregory, District 7

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:	Malaver, LLC
Location:	Empanola Mobile 4415 Old Shell Road Suite C Mobile, AL 36608

Adopted:

_____

City Clerk

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

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
07/07/2025	NEW APPLICATION	2025 - 5736	130634	7	July 22, 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
MALAVER LLC

Trade Name (DBA)
EMPANOLA MOBILE

Location Address
4415 OLD SHELL ROAD STE C

City, State, Zip Code
MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

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

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
07/07/2025	NEW APPLICATION	2025 - 5736	130634	7	July 22, 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
MALAVER LLC

Trade Name (DBA)
EMPANOLA MOBILE

Location Address
4415 OLD SHELL ROAD STE C

City, State, Zip Code
MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

MOBILE POLICE DEPARTMENT

WILLIAM R. JACKSON
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: William R. Jackson
Chief of Police

From: _____
Captain Mathew James
Commander, Special Investigation Section

Date: July 8, 2025

Re: Alcoholic Beverage License Application No. 5736
MALAVER LLC
D/B/A: EMPANOLA MOBILE
4415 OLD SHELL ROAD STE C
Mobile, AL 36608
Raul Malaver, owner
Paola Malaver, owner

At the request of the City of Mobile Revenue Department, the Mobile Police Department Narcotics and Vice Unit conducted an investigation into the above business. Our records show no discrepancies in the information furnished by the applicant.

This is a new application for a business that will be named MALAVER LLC. MALAVER LLC will be conducting business at EMPANOLA MOBILE located on 4415 OLD SHELL ROAD STE C. The City of Mobile Revenue Department has advised their business license is currently being applied for and no taxes have to be paid at this time. The Underage Drinking Coordinator of the Mobile Police Department advised no compliance checks have been completed at this location and it is currently in good standing.

It is my recommendation that the application be:

JUL 10 2025
CHIEF OF POLICE

_✓_ APPROVED

_____ DENIED

_____ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

MOBILE POLICE DEPARTMENT

WILLIAM R. JACKSON
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: Captain Mathew James
Commander, Special Investigation Section

From: _____
Lieutenant Tilford Saunders
Commander, Narcotics and Vice Unit

Date: July 8, 2025

Re: Alcoholic Beverage License Application No. 5736
MALAVER LLC
D/B/A: EMPANOLA MOBILE
4415 OLD SHELL ROAD STE C
Mobile, AL 36608
Raul Malaver, owner
Paola Malaver, owner

I have reviewed the attached application submitted to me by Cro April Dunklin. Our records show no discrepancies in the information furnished by the applicants.

This is a new application for a business that will be named EMPANOLA MOBILE. The City of Mobile Revenue Department advised no taxes need to be paid and their business license is currently being applied for. Since this is a new application, the Underage Drinking Coordinator of the Mobile Police Department has advised the location has not had a compliance check; therefore, the location is currently in good standing. Based on the aforementioned facts, I find no legal reason to deny this application.

Alcoholic Beverage License Application Checklist

According to the City of Mobile Revenue Department, this business has:

☐ an up-to-date business license.

☐ currently paid all taxes due.

☑ other: this liquor application is new; therefore, the business license is currently being applied for and no taxes need to be paid.

CRO APRIL DUNKLIN

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

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

Date: **July 8, 2025**

Re: **Application # 5736 / 4415 Old Shell Rd. Ste. C**

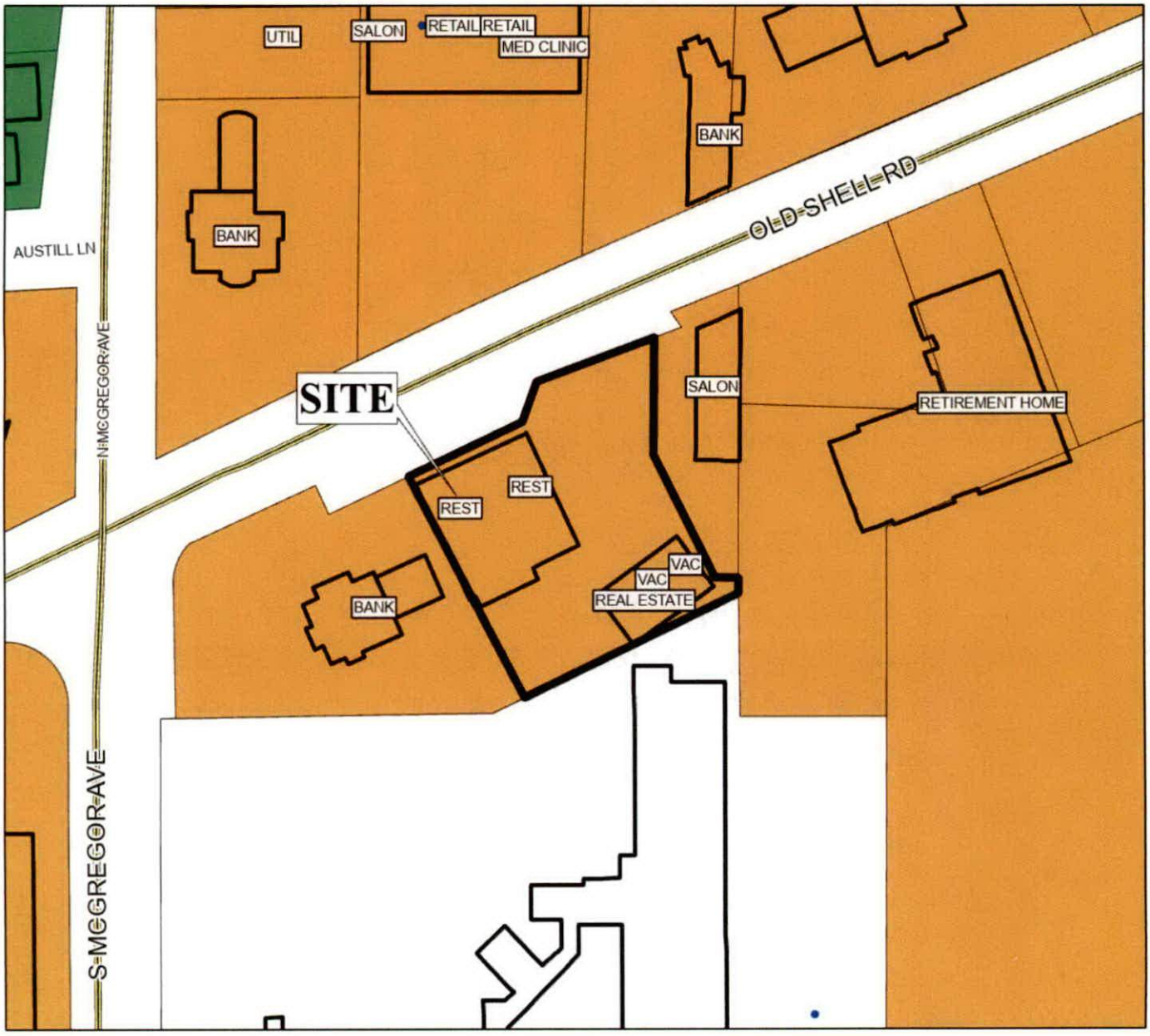
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a restaurant with retail liquor sales is a permitted use in this zoning district.

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 # 7, Gina Gregory (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5736 DATE 7/22/2025

APPLICANT MALAVER LLC

LOCATION 4415 OLD SHELL RD STE C

REQUEST ALCOHOLIC BEVERAGE LICENSE

N

W E

S

NTS

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
07/07/2025	NEW APPLICATION	2025 - 5736	130634	7	July 22, 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

MALAVER LLC

Trade Name (DBA)

EMPANOLA MOBILE

Location Address

4415 OLD SHELL ROAD STE C

City, State, Zip Code

MOBILE AL 36608

Contact Person Information				
Name	Title	POA	Phone	Email
RAUL F MALAVER	OWNER	NO		RAULMALAVER@YAHOO.COM

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

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

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
07/07/2025	NEW APPLICATION	2025 - 5736	130634	7	July 22, 2025

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
020 - RESTAURANT RETAIL LIQUOR	

Business Information

Legal Business Name	Trade Name (DBA)
MALAVER LLC	EMPANOLA MOBILE

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	01/24/2024	001-117-775	AL	BALDWIN

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	
99-0890668	R012250551	(228) 547-9623	

Physical Address (Street Address, Suite #)	City	State	Zip Code
4415 OLD SHELL ROAD STE C	MOBILE	AL	36608

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code

Primary Business Activity at the Location Explain (other)	If Location Transfer, Previous Street Address and Zip Code
RESTAURANT	N/A

Contact Person Information

Name	Title	POA	Phone	Email
RAUL F MALAVER	OWNER	NO	(228) 547-9623	RAULMALAVER@YAHOO.COM

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

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	Property Owner Phone Number	Property Owner Email
JEFF QUENELLY INC	(	

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
1,600	24	YES	NO	SHOPPING CENTER	PARTIAL - ATTACHED

Do the premises have a fully equipped/operational kitchen?	YES
Is the business used to habitually and principally provide food to the public?	YES
Is the business equipped with services and facilities for on premises consumption?	YES
Will the business be operated primarily as a package store?	NO

Applicant/POA Initials RM

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
MALAVER, RAUL FERNANDO	MEMBER		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
IVE			
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	
		(228) 547-9623	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
MALAVER, PAOLA SORIANO	MEMBER		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)	
N/A				
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

Applicant/POA Initials RM

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

RM

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.

RM

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.

RM

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.

RM

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.

RM

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.

RM

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.

RM

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
Raul Malaver	7/7/25
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
	Owner

Sworn to and subscribed before me this 7th 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

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

July 2, 2025

EMPANOLA MOBILE

4415 OLD SHELL ROAD

SUITE C

MOBILE, AL 36608 USA

ACCOUNT NUMBER: 130634 TERRITORY 7

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
2096876	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 adverting 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:

MALAVER LLC

dba EMPANOLA MOBILE

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

020 - RESTAURANT RETAIL LIQUOR

for the premises located at

4415 OLD SHELL ROAD STE C , 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 22, 2025 for application number 2025 - 5736

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

MALAVER LLC

Trade Name (DBA)

EMPANOLA MOBILE

Location Address

4415 OLD SHELL ROAD STE C

Zip Code

36608

Application Number

2025 - 5736

Notice Post Date @ Location

07/07/2025

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 22, 2025

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250611132924124

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** $300.00 **County:** $300.00

Type License: **State:** **County:**

Trade Name: EMPANOLA MOBILE **Filing Fee:** $50.00

Applicant: MALAVER LLC **Transfer Fee:**

Location Address: 4415 OLD SHELL RD STE C MOBILE, AL 36608

Mailing Address:

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 001-117-775

Do you sell Draft Beer?:

Date Incorporated: 01/24/2024 **State incorporated:** AL **County Incorporated:** BALDWIN

Date of Authority:

Federal Tax ID: 99-0890668 **Alabama State Sales Tax ID:** R012250551

Name:	Title:	Date and Place of Birth:	Residence Address:
RAUL FERNANDO MALAVER	MEMBER		
PAOLA SORIANO MALAVER	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: RAUL MALAVER **Home Phon**
Business Phon
Fax: **Cell Phone:**
E-mail: PAOLA.MALAVER@HORNE.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: 20250611132924124

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: JEFF QUENELLY LLC 251-209-4500
What is lessors primary business? REAL ESTATE
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

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: 1600 Display Square Footage:
Building seating capacity: 24 Does Licensed premises include a patio area? NO
License Structure: SHOPPING CENTER License covers: OTHER
Number of licenses in the vicinity: Nearest:
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: 20250611132924124

Signature page

Initial each	
PM	In reference to law violations, I attest to the truthfulness of the responses given within the application.
PM	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
PM	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.
N/A	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.
N/A	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
N/A	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
PM	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.
PM	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.
PM	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): Paola Malaver

Signature of Applicant: [signature]

Notary Name (print): April W Jones

Notary Signature: [signature]

Commission expires: 4/12/2026

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: 20250611132924124

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
What is the applicant(s) primary source of funding?: LOAN AND PERSONAL INVESTMENT
License Covers: SUITE C

Receipt Confirmation Page

Receipt Confirmation Number: 20250611132924124

Application Payment Confirmation Number: 110176694

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: LLC
Trade Name: **EMPANOLA MOBILE**
Applicant Name: **MALAVER LLC**
Location Address: 4415 OLD SHELL RD STE C
MOBILE, AL 36608

Mailing Address: 31431 SHADWELL DR
SPANISH FORT, AL 36527

Contact Person: RAUL MALAVER
Contact Home Phone: 228-547-9623
Contact Business Phone: 228-547-9623
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: OWNER

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:

   Malaver 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): Raul Malaver

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

   _____

   *COUNTY of above address: _____

   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

001-117-775 DLL

Date	01/24/2024
Time	12:37:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

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

   ○ Series LLC complying with Title 10A, Chapter 5A, Article 11

   ○ Professional LLC complying with Title 10A, Chapter 5A, Article 8

   ○ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 1 / 24 / 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 0 : 37 ○ 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).

1 / 24 / 2024
Date (MM/DD/YYYY)

Raul Malaver
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.

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:

Malaver LLC

This name reservation is for the exclusive use of Raul Malaver, 31431 Shadwell Dr, Spanish Fort, AL 36527 for a period of one year beginning January 24, 2024 and expiring January 24, 2025

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.

January 24, 2024

Date

Wes Allen **Secretary of State**

RES135812

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

Date of this notice: 01-24-2024

Employer Identification Number:
99-0890668

Form: SS-4

Number of this notice: CP 575 A

MALAVER LLC
RAUL MALAVER MBR
31431 SHADWELL DR
DAPHNE, AL 36527

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 99-0890668. 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 940	01/31/2025
Form 1065	03/15/2025
Form 944	01/31/2025

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:

MALAVER LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012250551	01/1/2025	12/31/2025

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

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

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

NAICS CODE: 722513

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

4415 OLD SHELL RD STE C MOBILE AL 36608-1911

Planning & Zoning Department

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

PERMIT NUMBER
ZC-146895-2024
Issue Date: 12/27/2024

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022806144000137.	4415 Old Shell Rd C	C

Business Name	Issued To	Zoning Districts
EMPANOLA	Name: Raul Malaver Company: Address: 4415 Old Shell Road Mobile, AL 36608 Phone: ((22) 8) -547-9823	B-2

This Zoning Classification Allows the property to be used for:

RESTAURANT FEATURING EMPANADAS, DESSERTS, COFFE, AND SOFT DRINKS

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Payton Rogers

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

Telephone:251.208.5895 Fax: 251.208.5896

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 Malaver LLC DBA Empanola Mobile

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 18 day of June 2025

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Komalben N patel	Komalben N patel	May 15, 2027

Notary Stamp

KOMALBEN N PATEL
NOTARY PUBLIC
ALABAMA STATE AT LARGE

My Commission Expires May 15, 2027

Owner of Property (Print Name)	Applicant Name (Print Name)
Jeffrey Quinnell	Raul Malave
Owner of Property (Signature)	Applicant Name (Signature)
Street Address	Street Address
Mobile, AL 36608	4415 Old Shell Rd suite C
City, State, Zip	City, State, Zip
6-18-25	Mobile AL 36608
Date Agreement Signed	Date Agreement Signed
	6/18/25

My Place

City of Mobile ... GIS Data

Search for New Ad...

Information for Address: 4415 Old Shell Rd # C

Parcel Owner / Mailing Address:
Quinnelly Jeffrey E
P O Box 81449
Mobile, Al 36689
Parcel Information:
Parcel: R022806144000137.000 / 542700
Parcel Subdivision:
Unknown
Parcel Jurisdiction:
Mobile City Limits
Neighborhood Renewal District:
Address is not within a Neighborhood Renewal District
Historic District:
Address is not within a Historic District
PLS Section:
4S2W14
Census Tract:
003302
Zipcode:
36608

--- Public Services ---

Garbage Pickup:
(Tuesday West / A)
Trash Pickup:
(Friday North / 5-TD-8)
Fire District:
(Fire Station 18 Springhill)
Police Precinct/Beat:
(Precinct 4 Beat 40A)

--- Political ---

City Council District:
District: (7)
Gina Gregory - (251) 208-7441
County Commissioner District:
District: (2)
State House District:
District: (101)

Data Source: Property data is from the Mobile County Revenue Commission, Address Information from the City of Mobile.
Disclaimer: All information in this application is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results
obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited

Application Support

Copyright: City of Mobile

Mobile County Property Search

Key Number: 542700 For Year 2025

Property Details

Account

Key Number:	542700
Legal Description:	LOT A BANKTRUST S/D RESUB OF LOT 2 MBK 112/43 #SEC 14 T4S R2W #MP28 06 14 4 000
Parcel Number:	2806144000137XXX
Type:	Real
Property Class:	2

Location

Address:	4407 OLD SHELL RD MOBILE,, AL 36608

Owner

Name:	QUINNELLY JEFFREY E
Mailing Address:	P O BOX 81449 MOBILE , AL 36689
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	$642,000
Land Value:	$187,100
Appraised Value:	$829,100
Taxable Value:	$829,100
Assessed Value:	$165,820

VALUES DISPLAYED ARE 2025 VALUES.

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☑ Limited Liability Company (LLC) ☐ Corporation	☑ New Business ☐ New Owner ☐ Location Change	☑ No ☐ Yes Relocation Date	☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☑ Restaurant ☐ Other

License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☑ 020 - Restaurant Retail Liquor
☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
Malaver LLC	Empanada Mobile

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
4415 Old Shell Rd Ste C	Mobile	AL	36608

Business Contact Person Information

Name	Title	Phone	Email
Raul Malaver	Member	228-547-9623	raulmalaver@yahoo.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
1600					

Comments

Print Name	Signature	Date

LEASE AGREEMENT

This Lease Agreement (this "**Lease**") is made this 29th day of April, 2024 (the "**Effective Date**") by and between Jeff Quinnelly, LLC, an Alabama limited liability company ("**Landlord**") and Malaver LLC, an Alabama limited liability company ("**Tenant**").

AGREEMENT

In consideration of Tenant's obligation to pay Rent as herein provided and in consideration of the other terms, covenants, and conditions hereof, Landlord and Tenant hereby agree as follows:

1. PREMISES AND TERM

(a) Landlord leases to Tenant and Tenant leases from Landlord, the space currently designated as Suite C and more particularly depicted on the site plan attached as Exhibit A-1 (the "**Premises**"), which Premises are part of the building located at 4415 Old Shell Road, Mobile, AL 36608 (the "**Building**") located on the real property described on Exhibit A-2 (the "**Land**"), subject to the terms and conditions in this Lease. The Land, the Building, and all other buildings and improvements thereon are hereinafter collectively referred to as the "**Project**". The term "square footage of the Premises" or "square footage of the Building" or words to similar effect shall mean the square footage of the Premises or the Building as calculated by the Landlord on the basis of the plans and specifications of the Building including a proportionate share of any common areas. Tenant hereby accepts and agrees to be bound by the figure for the square footage of the Premises and Tenant's Proportionate Share as detailed in this Section; however, Landlord may adjust either or both figures if there is manifest error, addition or subtraction to the Premises or Building, remeasurement or other circumstance reasonably justifying adjustment. Landlord and Tenant stipulate that, as of the Effective Date, the size of the Premises is 1620 +/- square feet and Tenant's initial "**Proportionate Share**" is 25%, based on the total square feet of, as applicable, the Building or the Project. The Proportionate Share shall be adjusted if the size of the Premises, the Building, or the Project changes.

(b) Tenant acknowledges and agrees that it is accepting the Premises in "As Is Where Is" condition, and that Landlord has no obligations to undertake or cause to be undertaken any alterations or to construct any improvements to the Premises or the Building except as expressly provided in this Lease. Tenant agrees to accept possession thereof and to proceed with due diligence to install its fixtures, furniture, and equipment in the Premises; and to open for business for the Permitted Use.

(c) The Lease term shall be five (5) Lease Years, beginning on the "**Commencement Date**", which shall be the earlier to occur of (a) the date the Tenant first opens for business at the Premises or (b) June 29, 2024 (the "**Required Completion Date**"), and ending on June 29, 2029 (the "**Primary Term**"). "**Lease Year**" means a period of twelve (12) consecutive full calendar months commencing on the Commencement Date. If the Commencement Date is not the first day of a calendar month, then the first Lease Year shall consist of the first twelve (12) consecutive full calendar months of this Lease plus the remaining calendar days in the month in which the Commencement Date occurs. Each succeeding Lease Year shall commence upon the first day of the calendar month coinciding with or following the anniversary date of the Commencement Date of the Term. Upon the Commencement Date, Landlord and Tenant shall execute a Notice of Commencement in the form attached hereto as Exhibit B acknowledging the Commencement Date and the date the Lease will expire.

(d) Tenant shall have the right to renew this Lease ("**Renewal Option**") for an additional term of five (5) years commencing on the day following the expiration of the Primary Term ("**Renewal Term**" and together with the Primary Term and all renewals and extensions, collectively, the "**Term**"), provided that each of the following occurs:

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lease as of the Effective Date.

LANDLORD:

JEFF QUINNELLY, LLC,
An Alabama limited liability company

By: _____
Name: Jeff Quinnelly
Title: President

TENANT:

Malaver LLC, an Alabama limited liability company

By: _____
Name: Raul Malaver
Title: President

STATE OF ALABAMA
COUNTY OF MOBILE

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

Given under my hand and official seal of office this 30 day of April, 2024.

Komalben N Patel
Notary Public
My Commission Expires: May 15, 2027

(NOTARY SEAL)

KOMALBEN N. PATEL NOTARY PUBLIC ALABAMA STATE AT LARGE

My Commission Expires May 15, 2027

STATE OF _____
COUNTY OF _____

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

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure	Application Type	Transfer - License?	Description/Type
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License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply

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☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
Malaver LLC	Empanada Mobile

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
4415 Old Shell Rd Ste C	Mobile	AL	36608

Business Contact Person Information

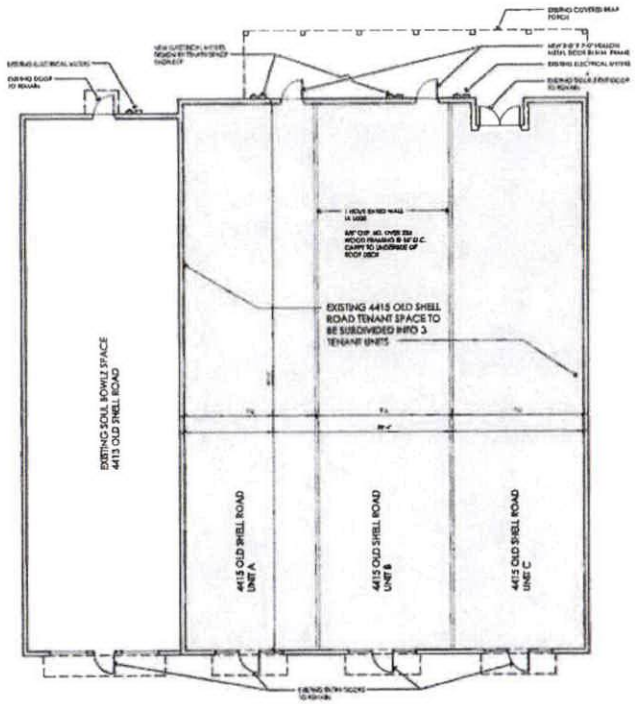
Name	Title	Phone	Email
Raul Malaver	Member	228-547-9623	raulmalaver@yahoo.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
1600	6+	6	Yes	B-2	Yes

Comments

Print Name	Signature	Date
D. Logan Anderson	D. Logan Anderson	07/02/2025



1 BUILDING FOOTPRINT

4 EXISTING FRONT ELEVATION

2 GIS MAP

3 VICINITY MAP

Mark B. Hammond, Architect
1707 Captain O'Neal Drive
Daphne, Alabama 36526
251.209.3649 - mark@mbharchitect.com

TENANT SPACE

4415 OLD SHELL ROAD
MOBILE, AL 36608

DIVISION OF TENANT SPACE

PROJECT NO. -

DESIGNER SEAL

DESIGNER SIGNATURE

KEY PLAN

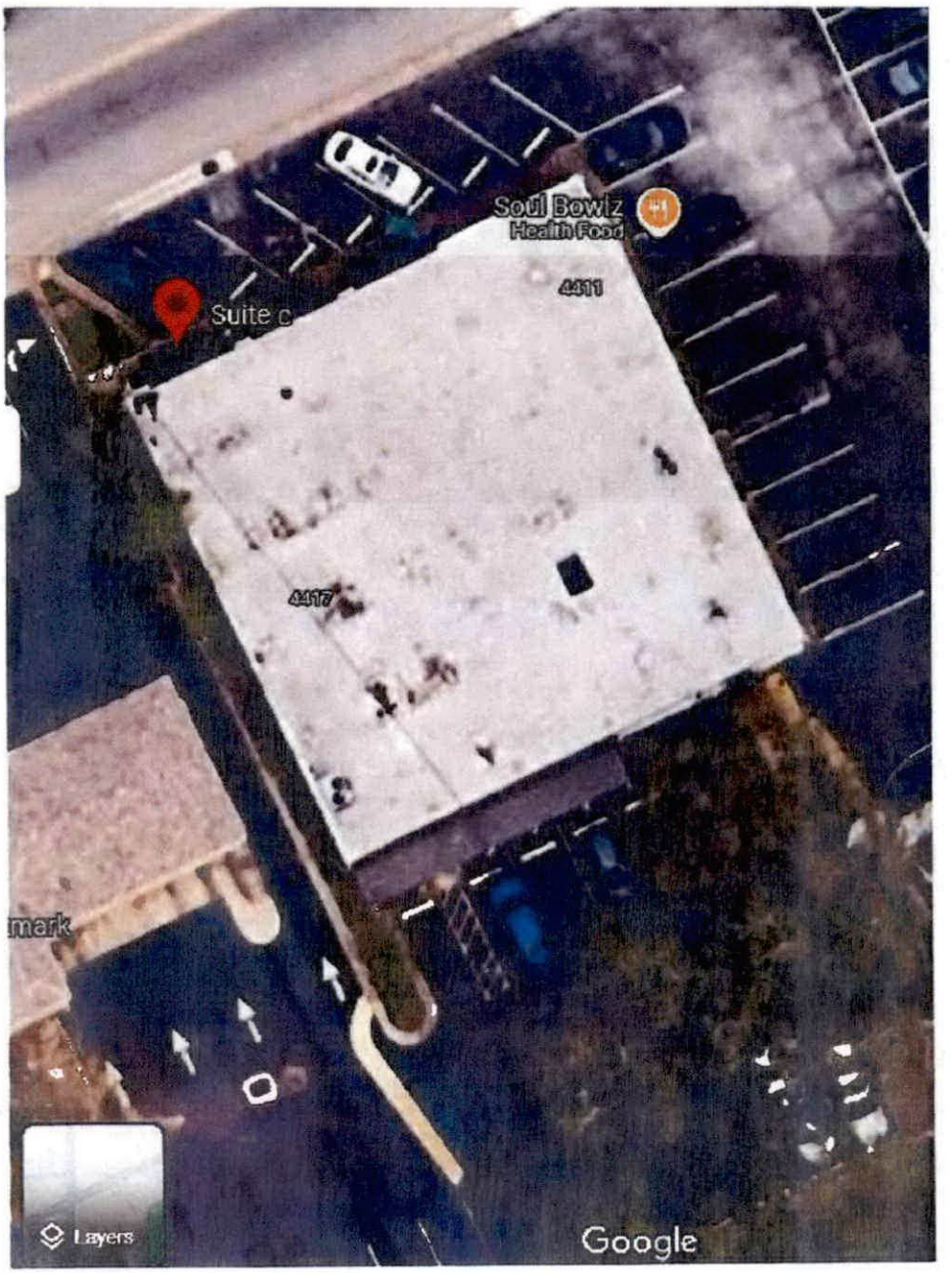
REVISIONS

TENANT SPACE DIVISION PLAN

Permit Set

DATE 2024-04-01

A101


Soul Bowlz
Health Food
Suite C
4411
4417
mark
Layers
Google

R E S O L U T I O N

Sponsored by: Councilmember Gina Gregory, District 7

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 (On or Off Premises) License
Submitted by:	Lost Management Mobile, LLC
Location:	Lost Pizza Company 2540 Old Shell Road Mobile, AL 36608

Adopted:

_____

City Clerk

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

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
07/08/2025	TRANSFER - OWNERSHIP	2025 - 5738	131990	1	July 22, 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)

040 - RETAIL BEER (ON OR OFF PREMISES)

060 - RETAIL TABLE WINE (ON OR OFF PREMISES)

Legal Business Name

LOST MANAGEMENT MOBILE LLC

Trade Name (DBA)

LOST PIZZA COMPANY

Location Address

2540 OLD SHELL RD

City, State, Zip Code

MOBILE AL 36607

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

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

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
07/08/2025	TRANSFER - OWNERSHIP	2025 - 5738	131990	1	July 22, 2025

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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)

040 - RETAIL BEER (ON OR OFF PREMISES)

060 - RETAIL TABLE WINE (ON OR OFF PREMISES)

Legal Business Name

LOST MANAGEMENT MOBILE LLC

Trade Name (DBA)

LOST PIZZA COMPANY

Location Address

2540 OLD SHELL RD

City, State, Zip Code

MOBILE AL 36607

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 9, 2025**

Re: **Application # 5738 / 2540 Old Shell Rd. Ste. A**

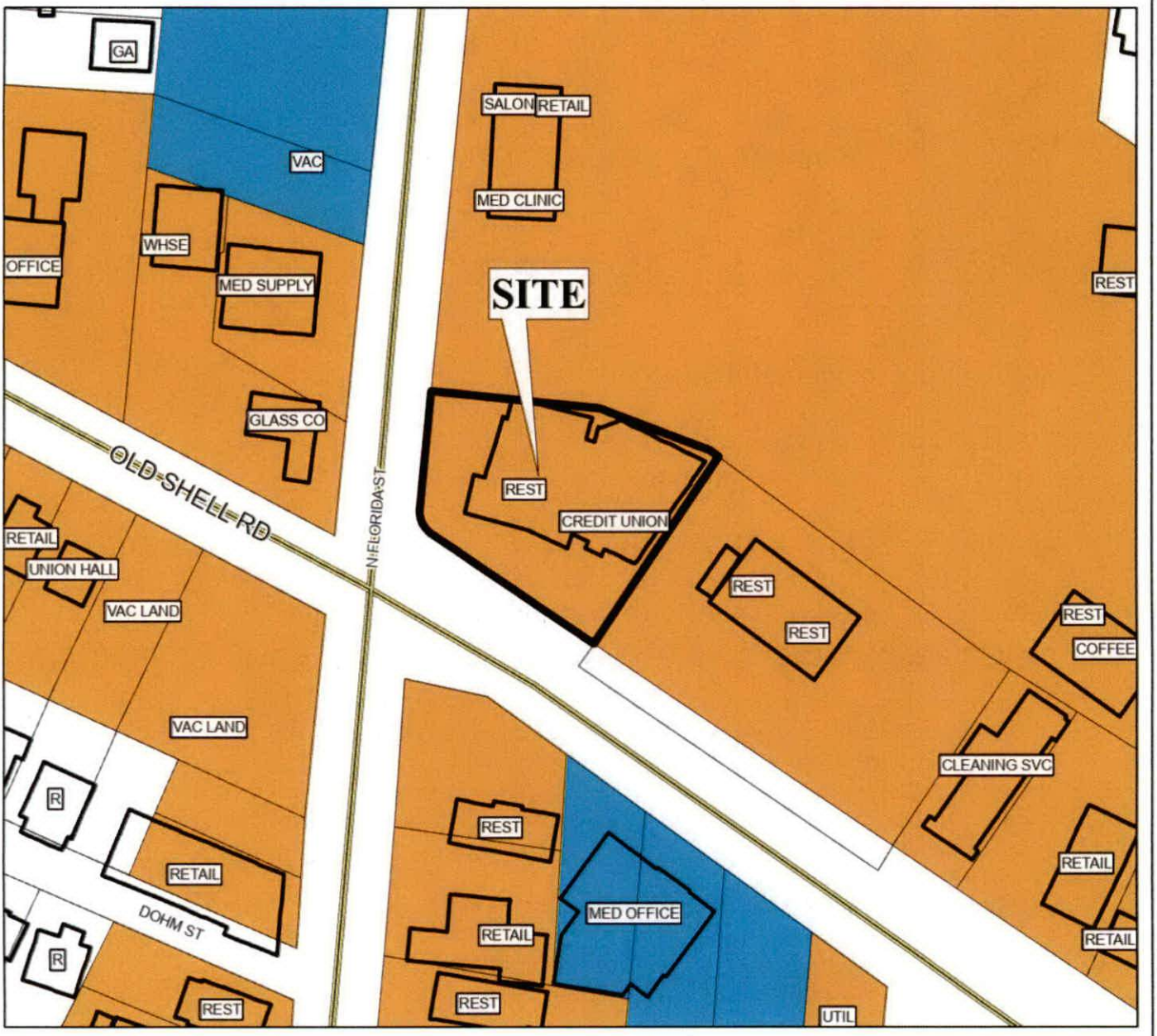
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a restaurant with retail liquor sales is a permitted use in this zoning district.

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 # 1, Cory Penn (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5738 DATE 7/22/2025

APPLICANT LOST MANAGEMENT MOBILE LLC

LOCATION 2540 OLD SHELL RD

REQUEST ALCOHOLIC BEVERAGE LICENSE

N
W E
S

NTS

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
07/08/2025	TRANSFER - OWNERSHIP	2025 - 5738	131990	1	July 22, 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)

040 - RETAIL BEER (ON OR OFF PREMISES)

060 - RETAIL TABLE WINE (ON OR OFF PREMISES)

Legal Business Name

LOST MANAGEMENT MOBILE LLC

Trade Name (DBA)

LOST PIZZA COMPANY

Location Address

2540 OLD SHELL RD

City, State, Zip Code

MOBILE AL 36607

Contact Person Information

Name	Title	POA	Phone	Email
CAINE CONWAY	MEMBER		(	CAINECONWAY@GMAIL.COM

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

What is/was the start date of this business? 05/19/2025

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

TARA HARRIS

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
07/08/2025	TRANSFER - OWNERSHIP	2025 - 5738	131990	1	July 22, 2025

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
040 - RETAIL BEER (ON OR OFF PREMISES)	060 - RETAIL TABLE WINE (ON OR OFF PREMISES)

Business Information

Legal Business Name	Trade Name (DBA)
LOST MANAGEMENT MOBILE LLC	LOST PIZZA COMPANY

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	03/27/2025	001-182-764	AL	SUMTER

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	
33-4611964	R012574183		

Physical Address (Street Address, Suite #)	City	State	Zip Code
2540 OLD SHELL RD	MOBILE	AL	36607

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
P O DRAWER CC	LIVINGSTON	AL	35470

Primary Business Activity at the Location Explain (other)	If Location Transfer, Previous Street Address and Zip Code
RESTAURANT	N/A

Contact Person Information

Name	Title	POA	Phone	Email
CAINE CONWAY	MEMBER			CAINECONWAY@GMAIL.COM

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
QUINTON VENTURES AL LLC	LOST PIZZA MIDTOWN MOBILE

ABC License Type	License Number	Any ABC Pending Actions
020 - RESTAURANT RETAIL LIQUOR	011651249	NO

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
ASHLAND STATION LLC		JOH@VALLASREALTY.COM

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
2600 DAUPHIN STRUT	MOBILE	AL	36606

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
4,000	99	YES	YES	SHOPPING CENTER	OTHER

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

Applicant/POA Initials CMC

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
CAINE HANSON CONWAY	MEMBER		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
YES	LIQUOR POSSESSION MINOR	BIRMINGHAM POLICE DEPARTMENT	06/15/2007	YOUTHFUL OFFENDER
	DUI	DEMOPOLIS POLICE DEPARTMENT	11/18/2016	DISMISSED

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
YES	BIG MIKE'S RESTAURANT LLC	BIG MIKE STEAKHOUSE	32315 HWY 43 THOMASVILLE AL 36784
	BIG MIKE'S RESTAURANT 11 LLC	BIG MIKE'S STEAKHOUSE	102 COFFEE STREET ANDALUSIA 36420
	BIG MIKE'S STEAKHOUSE OB LLC	BIG MIKE'S STEAKHOUSE	25638 CANAL ROAD ORANGE BEACH 36561

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
MICHAEL ALAN COLE	MEMBER		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)	
N/A				
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

CHC 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.

CHC 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.

CHC 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.

CHC 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.

CHC 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.

CHC 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.

CHC 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
Caine Conway	07/08/2025
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
	Member

Sworn to and subscribed before me this 8th day of July 2025

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
R Shawn Skinner	R Shawn Skinner	November 19 2025

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

July 8, 2025

LOST PIZZA COMPANY

2540 OLD SHELL ROAD

SUITE A

MOBILE, AL 36607 USA

ACCOUNT NUMBER: 131990 TERRITORY 1

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
2097279	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 adverting 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:

LOST MANAGEMENT MOBILE LLC

dba

LOST PIZZA COMPANY

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

040 - RETAIL BEER (ON OR OFF PREMISES) and 060 - RETAIL TABLE WINE (ON OR OFF PREMISES)

for the premises located at

2540 OLD SHELL RD , 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 22, 2025 for application number 2025 - 5738

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

TARA HARRIS

Revenue Department Representative

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250530123709565

Type License: 040 - RETAIL BEER (ON OR OFF PREMISES) **State:** **County:**

Type License: 060 - RETAIL TABLE WINE (ON OR OFF PREMISES) **State:** **County:**

Trade Name: LOST PIZZA COMPANY **Filing Fee:**

Applicant: LOST MANAGEMENT MOBILE LLC **Transfer Fee:** $100.00

Location Address: 2540 OLD SHELL RD MOBILE, AL 36607

Mailing Address: P O DRAWER CC LIVINGSTON, AL 35470

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 001-182-764

Do you sell Draft Beer?:

Date Incorporated: 03/27/2025 **State incorporated:** AL **County Incorporated:** SUMTER

Date of Authority: 03/27/2025

Federal Tax ID: 33-4611964 **Alabama State Sales Tax ID:** R012574183

Name:	Title:	Date and Place of Birth:	Residence Address:
MICHAEL ALAN COLE	MEMBER		
CAINE HANSON CONWAY	MEMBER		
BENJAMIN SCOTT POWELL	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: CAINE CONWAY
Business Phone:
Fax:

Home Phone:
Cell Phon
E-mail: CAINECONWAY@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: THE LOST PIZZA COMPANY
Applicant: QUINTON VENTURES AL LLC

Previous License Number(s)
License 1: 040-011651249
License 2: 060-011651249

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250530123709565

Initial each — **Signature page**

Initial each	
CMC	In reference to law violations, I attest to the truthfulness of the responses given within the application.
CMC	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
CMC	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.
CMC	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
CMC	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.
CMC	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.
CMC	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): Caine Conway

Signature of Applicant: [signature]

Notary Name (print): Clarissa F. Squires

Notary Signature: [signature]

STATE OF ALABAMA NOTARY PUBLIC
CLARISSA F SQUIRES
My Commission Expires
September 27, 2026

Commission expires: 9.27.26

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
Confirmation Number: 20250530123709565

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

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

CURRENT LICENSEE:
QUINTON VENTURES AL LLC
Address: 2540 OLD SHELL RD
MOBILE, AL 36607
Telephone: 251-901-1020

NEW APPLICANT:
LOST MANAGEMENT MOBILE LLC
Address: P O DRAWER CC
LIVINGSTON, AL 35470
Telephone: 205-499-9324

Current License No: 040-011651249
060-011651249

LICENSED PREMISES ADDRESS: 2540 OLD SHELL RD MOBILE, AL 36607

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

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

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

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

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 3rd day of June, 2025.

CURRENT LICENSEE (NAMED ON LICENSE)

Print Name:
Title:

NEW LICENSEE (APPLICANT)

Print Name: Caine Hanson Conway
Title: Member

WITNESS: (By ABC Enforcement) _____
Revised 9/08

Notary:
Neldra D Spencer
expires 3/20/2028
State of Alabama
Sumter County
Neldra D Spence

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD

Confirmation Number: 20250530123709565

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

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

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 8th day of June, 2025.

CURRENT LICENSEE (NAMED ON LICENSE)

Print Name: Bruce Kevin Quinton
Title: Member

NEW LICENSEE (APPLICANT)

Print Name:
Title:

WITNESS: (By ABC Enforcement) _____
Revised 9/08

HOLLIE PRITCHETT
Notary Public
Alabama State at Large

My Commission Expires
February 21, 2027

Hollie Pritchett

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250530123709565

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: ASHLAND STATION LLC 251-751-7223
What is lessors primary business? REAL ESTATE
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 4000 Display Square Footage:
Building seating capacity: 99 Does Licensed premises include a patio area? YES
License Structure: SHOPPING CENTER License covers: OTHER
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? YES

Name:	Violation & Date:	Arresting Agency:	Disposition:
CAINE CONWAY	06/15/2007 LIQUOR POSSESSION MINOR	BIRMINGHAM POLICE DEPARTMENT	YOUTHFUL OFFENDER
CAINE CONWAYY	11/18/2016 DUI	DEMOPOLIS POLICE DEPT	DISMISSED

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250530123709565

Private Clubs / Special Retail / or Special Events 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:

Other Explanations

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: OTHER RESTAURANTS
License Covers: 2540 OLD SHELL RD MOBILE AL 36607

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:

Lost Management Mobile, LLC

This name reservation is for the exclusive use of Richard Cross, Post Office Box 1528, Livingston, AL 35470 for a period of one year beginning March 27, 2025 and expiring March 27, 2026

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

March 27, 2025

Date

Wes Allen **Secretary of State**

RES210122

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:

   Lost Management Mobile, 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): Caine Conway

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

   _____

   *COUNTY of above address: SUMTER

   Mailing address in Alabama of registered office (if different from street address): _____

   Post Office Drawer CC Livingston, AL 35470

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State

001-182-764 DLL

Date	03/27/2025
Time	10:32:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

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

☐ Series LLC complying with Title 10A, Chapter 5A, Article 11

☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8

☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
The undersigned specify 3 / 27 / 2025 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 10 : 32 ☑ AM or ☐ PM. (cannot be noon or midnight – 12:00)

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

3 / 27 / 2025
Date (MM/DD/YYYY)

Richard G Cross
Signature as required by 10A-5A-2.04

Organizer
Typed title (organizer or attorney-in-fact)

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

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☑ Limited Liability Company (LLC) ☐ Corporation	☐ New Business ☑ New Owner ☐ Location Change	☐ No ☑ Yes Relocation Date	☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☑ Restaurant ☐ Other

License Type Applied for with AL ABC Board (***MUST*** match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor
☑ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☑ 060 Retail Table Wine (On/Off Premises)
☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
Lost Management Mobile, LLC	Lost Pizza Company

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
2540 Old Shell Road	Mobile	AL	36607

Business Contact Person Information

Name	Title	Phone	Email
Caine Conway	member	205-499-9324	caineconway@gmail.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
3,935	14+	14	✓	B-2	✓

Comments

EXISTING RESTAURANT

Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	7.8.2025

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

Date of this notice: 04-16-2025

Employer Identification Number:
33-4611964

Form: SS-4

Number of this notice: CP 575 A

LOST MANAGEMENT MOBILE
PO BOX CC
LIVINGSTON, AL 35470

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 33-4611964. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	07/31/2025
Form 940	01/31/2026
Form 1120	04/15/2026

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

2025

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

SUED TO:

LOST MANAGEMENT MOBILE LLC
DBA LOST PIZZA
2540 OLD SHELL RD
MOBILE, AL 36607-3033

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DAT
SLS	R012574183	05/19/2025	12/31/2025

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

NON-TRANSFERABLE

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

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

NAICS CODE: 722511

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

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

LEGAL DESCRIPTION OF PROPERTY

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

Lots 2, 3, and 4 Ashland Station Subdivision, according to the plat thereof recorded in Map Book 120, Page 14, of the records maintained in the office of the Judge of Probate of Mobile County, Alabama.

Ownership Type	Company Name

The above described property is ☐ Owned ☑ Leased to/by Lost Management Mobile, 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 2nd day of July 2025

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Hollie Pritchett	Hollie Pritchett	February 21, 2025

Notary Stamp	Owner of Property (Print Name)	Applicant Name (Print Name)
	John P. Vallas Jr	Caine Conway
	Owner of Property (Signature)	Applicant Name (Signature)
	Street Address	Street Address
	21000 Dauphin St.	P.O. Drawer CC
	City, State, Zip	City, State, Zip
	Mobile, AL 36606	Livingston, Al 35470
	Date Agreement Signed	Date Agreement Signed
	07/02/2025	07/02/2025

ASSIGNMENT, ASSUMPTION, AND AMENDMENT OF RESTAURANT LEASE AGREEMENT

THIS ASSIGNMENT, ASSUMPTION, AND AMENDMENT OF RESTAURANT LEASE AGREEMENT (this "Agreement") is made and entered into this 14th day of May 2025, by and between QUINTON VENTURES AL, LLC, dba THE LOST PIZZA COMPANY, an Alabama limited liability company ("Assignor"), , an Alabama limited liability company ("Assignee"), and ASHLAND STATTION, LLC ("Lessor"), the owner of the hereinafter described Property.

Recitals

A. Assignor and Lessor entered into a Restaurant Lease Agreement dated January 18, 2021, (the "Lease"), covering certain premises located at 2540 Old Shell Road, Suite A, Mobile, Alabama 36607 in Mobile County, Alabama, a legal description of which is attached hereto as Exhibit A (the "Property") covering approximately 4000 square feet.

B. Attached hereto as Exhibit B and made a part hereof is a copy of the Lease.

C. Assignor wishes to convey to Assignee all of its right, title and interest as lessee in and to the Lease.

FD Assignee has requested Lessor to amend the Lease to provide Assignee, as Lessee, the option to extend the term of the Lease, as amended, for a period of five (5) years after the end of the Option Term, as defined in the **Lease**, commencing March 1, 2035. Rent for the additional Five-Year Option Period shall increase Fifteen Percent (15%). Rent for the additional Five-Year Option Period shall be Twenty-Six and 57/100 Dollars Per Square Foot ($26.57 PSF), plus Additional Rent as defined in the Restaurant Lease Agreement Section 1.3 (a).

E. Lessor is willing to consent to the assignment of the Lease and to amend the Lease as hereinafter set forth, provided Assignor and Assignee execute and deliver this Agreement.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals, and in further consideration of the sum of Ten Dollars and other good and valuable consideration in hand paid to Assignor by Assignee, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby assign, transfer, set over and deliver to Assignee all of Assignor's right, title and interest in and to the Lease, including without limitation all of their rights, privileges and benefits as the lessee thereunder.

TO HAVE AND TO HOLD the Lease unto Assignee, its successors and assigns.

1. Assumption of Obligations. By accepting the assignment evidenced by this Assignment, Assignee hereby expressly, absolutely and unconditionally assumes and agrees to perform all of the obligations of Assignor, as lessee, under the Lease from and after the date hereof.

2. Mutual Indemnification. Assignor shall indemnify Assignee against, and hold Assignee harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorney's fees and court costs, arising in connection with the Lease on and before the date of the execution of this Assignment. Assignee shall indemnify Assignor against, and hold Assignor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorney's fees and court costs, arising in connection with the Lease after the execution of this Assignment.

3. Consent of Lessor / Release of Assignor. Lessor hereby consents to this Assignment, but does not waive any prior defaults by Assignor thereunder. Upon execution and delivery of this Agreement by all parties hereto, Lessor shall release Assignor from any other or further obligations with respect to the Lease.

4. Release of Guaranty. Lessor agrees that the guaranty executed by Bruce Quinton in connection with the Lease (the "Guaranty") is hereby released, and Bruce Quinton is hereby fully and finally released from any and all duties, claims, liabilities or obligations arising under the Lease or such Guaranty of the Lease.

5. Estoppel. As of the date of this Assignment, no notice of default has been given by Lessor with respect to the Lease. As of the date of this Assignment, Assignor is not in default under the Lease, and no event has occurred and no condition exists that constitutes, or that with the giving of notice or the lapse of time or both, would constitute, a default by Assignor under the Lease. As of the date of this Assignment, there are no set-offs, counterclaims or defenses to Assignor's performance or observance of its covenants or agreements in the Lease. As between Lessor and Assignor or between Lessor and any third party, there are no unresolved questions or disputes pertaining to the Lease.

6. Amendment of Lease. For and in consideration of the recitals set forth above, and for ten dollars ($10.00) and other good and valuable consideration in hand paid to Lessor, the Lessor and the Assignee hereby agree, and the Lease is hereby amended, as follows:

(a) Provided Assignee is not in default under the terms of the Lease, Assignee shall have the option to extend the Lease Term for a period of five (5) years from March 1, 2035 (the "Termination Date") provided (i) Assignee provides Lessor, at least sixty (60) days prior to the Termination Date, with advanced written notice of Assignee's election to extend; and (ii) Assignee is not in default at any time between and including the date such notice is delivered to Lessor and the Termination Date. During the extension period, all of the terms and conditions of the Lease shall remain the same except that the Base Rent shall be increased Fifteen Percent (15%) to One Hundred Six Thousand Two Hundred Eighty and 00/100 ($106,280.00) per year payable in equal monthly installments of $8,856.67 in advance on the 1st day of and on the same day of each succeeding month thereafter during the term of such extension.

7. Heirs, Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

[ALL SIGNATURES ON THE FOLLOWING PAGES]

ASSIGNEE:

Lost Management Mobile, LLC

By: _____

As its: Member

STATE OF ALABAMA)
COUNTY OF MOBILE)

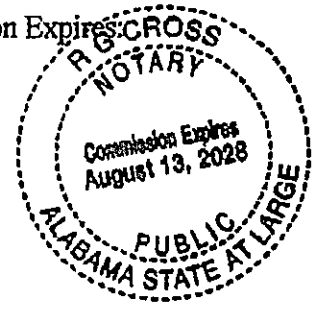
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that B. Scott Powell, whose name as Manager of Lost Management Mobile, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said company.

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

_____
Notary Public

[AFFIX SEAL]

My Commission Expires:



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

ASSIGNOR:

QUINTON VENTURES AL, LLC,
dba THE LOST PIZZA COMPANY, , an Alabama limited liability company

By: Bruce Quinton

As its: OWNER

ACKNOWLEDGMENTS

STATE OF ~~ALABAMA~~) Florida
COUNTY OF ~~MOBILE~~) Escambia

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Bruce Quinton, whose name as Sole Member of QUINTON VENTURES AL, LLC, dba THE LOST PIZZA COMPANY,, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Sole Member and with full authority, executed the same voluntarily for and as the act of said company.

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

Kimberly A Godwin
Notary Public

[AFFIX SEAL]

My Commission Expires:_____

KIMBERLY A. GODWIN
MY COMMISSION # HH 650456
EXPIRES: April 21, 2029

LESSOR:

ASHLAND STATION, LLC, an Alabama limited liability company

By: _____

As its: Member

STATE OF ALABAMA)
COUNTY OF MOBILE)

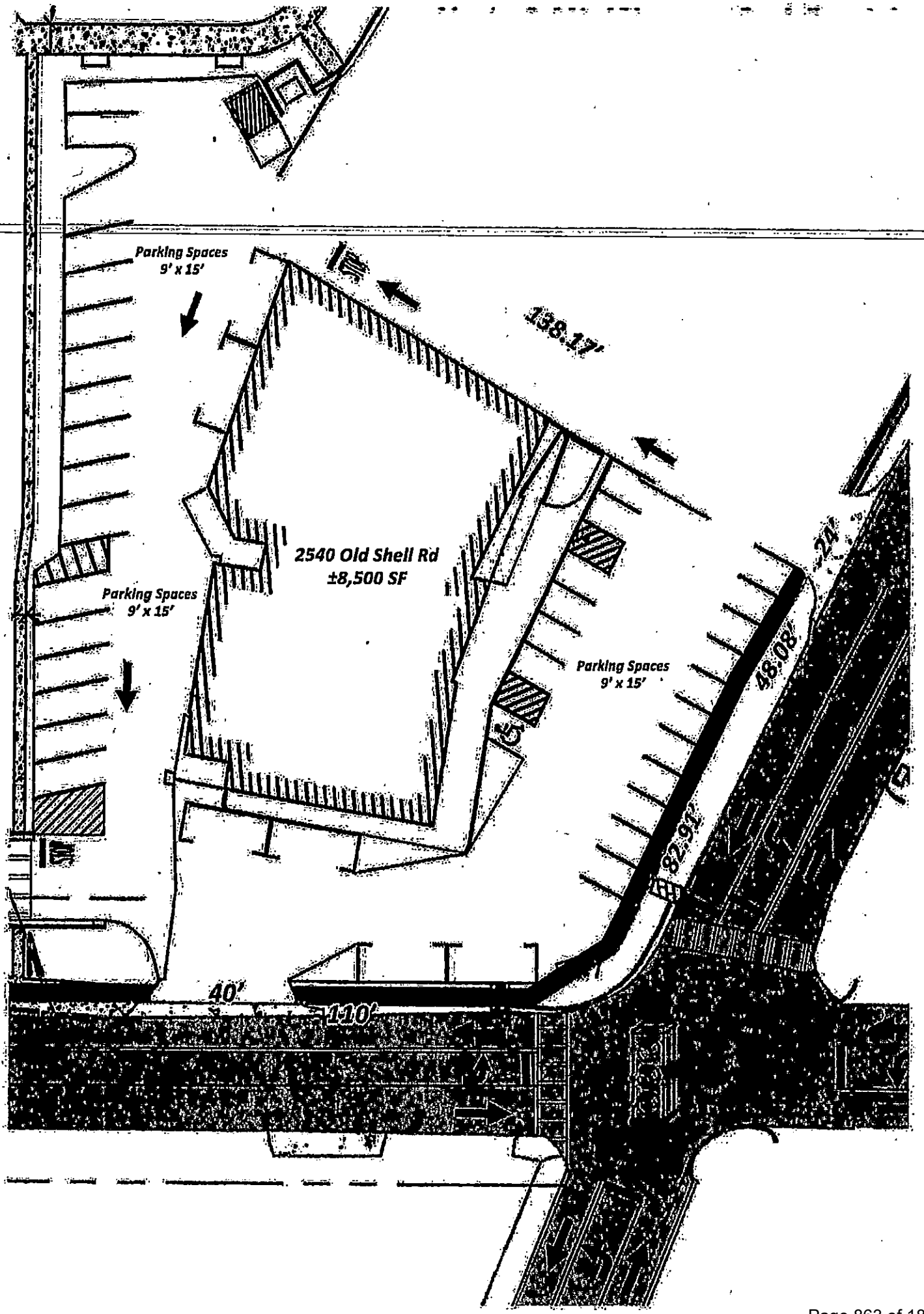
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that John P. Wallas, Jr., whose name as Member of ASHLAND STATION, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this 19 day of May, 2025.

_____
Notary Public

[AFFIX SEAL]

My commission expires: 2/14/29


Parking Spaces
9' x 15'
138.17'
2540 Old Shell Rd
±8,500 SF
Parking Spaces
9' x 15'
Parking Spaces
9' x 15'
24'
48.08'
82.91'
35'
40'
110'

Planning & Zoning Department

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

PERMIT NUMBER
ZC-157731-2025
Issue Date: 07/09/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022907230003303.	2540 Old Shell Rd A	A

Business Name	Issued To	Zoning Districts
LOST PIZZA COMPANY	Name: COLE ALAN Company: LOST PIZZA COMPANY Address: 2540 Old Shell Rd STE A MOBILE, AL 36607 Phone: (205) 499-9324	B-2

This Zoning Classification Allows the property to be used for:
RESTAURANT

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Caldwell Whistler

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

Telephone:251.208.5895

Fax: 251.208.5896

RESOLUTION

Sponsored by: Cory Penn – District 1

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 **2666 JOSEPHINE 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. 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 **2666 JOSEPHINE STREET** described as:

LOT 5 DIV B MILLVILLE DBK 121 N S PG 512 #SEC 23 T4S R1W #MP29 07 23 0 002

Parcel Number: 29 07 23 0 002 177

Last Assessed to: PETTWAY JENESTER

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 14, 2025

MOBILE
ALABAMA

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 22, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2666 JOSEPHINE STREET.** OWNED BY OR MAY HAVE AN INTEREST: **PETTWAY JENESTER** 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 23 0 002 177
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: LOT 5 DIV B MILLVILLE DBK 121 N S PG 512 #SEC 23 T4S R1W #MP29 07 23 0 002

GJ/md

City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

2666 JOSEPHINE ST

Property Details

PARCEL KEYX	00766914	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	AE

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	N
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	N
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE	1/30/2024	COMMENTS	

Property Score

SCORE 36 / 61

SCORE DISCRIPTION Review Committee

Notes

JC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 9-30-24

Voted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 05/23/2025

Property Address: 2666 Josephine Street **District No:** 1

☐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.

07.14.2025

07.14.2025

07 14 2025

07.14.2025

07.14.2025

07.14.2025

07.14.2025

07 14 2025

07.14.2025

07.14.2025

07.14.2025

07.14.2025

Affidavit of Mailed Notice

July 14, 2025

State of Alabama
County of Mobile

Subject Property – 2666 Josephine 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 **6** 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

MOBILE
ALABAMA

Jenester Pettway
Leola Pettway
2666 Josephine Street
Mobile, AL 36617-1602

May 22, 2025

RE: 2666 Josephine Street
Project Number: ME-149-24

Dear Jenester Pettway, Leola Pettway:

On May 23, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2666 Josephine Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 5 DIV B MILLVILLE DBK 121 N S PG 512 #SEC 23 T4S R1W #MP29 07 23 0 002

Parcel Number: 29 07 23 0 002 177

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 17, 2025,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **July 17, 2025,** provide the Code Official with a work plan to accomplish the repairs by **July 17, 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 17, 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 22, 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: **2666 Josephine Street** Date: December 19, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: December 19, 2024

Per the Title Report, the owner is: Fee simple is vested in Jenester Pettway

Notes: Per the title report there were owners named Henry W. Pettway and Leola Pettway without right of survivorship. Henry W. Pettway is deceased and there is an open case number 2012-1866. There is no order to transfer the property, and the case is still showing open with letters of testamentary revoked 8/11/2017. I contacted the Revenue Commission to see how they changed the assessment into only Jenester Pettway and not Jenester Pettway, Administratrix of the Estate of Henry Pettway but they did not have documentation to provide the reason. I listed the widow of Henry W. Pettway and the daughter Jenester per the quitclaim deed. Also, the title report shows an open mortgage with American General. The company is permanently closed with no record of another company take over. The mortgage itself was due to end in 2010. It is from the year 2000.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Jenester Pettway Leola Pettway 2666 Josephine St Mobile AL 36617-1602	Location/subject address
2	Leola Pettway PO Box 1986 Mobile AL 36633	Owner – Address listed on quit claim deed 7003-1490.
3	Leola Pettway 2908 Emogene St Mobile AL 36606-2437	LexisNexis address good 9/2024 – phone number 251-376-1274
4	Leola Pettway 1515 Eslava St Mobile AL 36604-1910	LexisNexis address good 1/2024

5	Jenester Pettway 2600 Esau Ave Mobile AL 36617-1707	Owner – LexisNexis address good 12/2024 – Revenue Commission website mailing address good 2020 – 2024 – Phone numbers are 251-455-6659 and 251-342-2373 good 2024

TAX STATUS: 2024 TAXES ARE DUE BY 12/31/2024

Parties with recorded liens per Title Report:

6	Midland Funding LLC c/o Richard Gwin Moxley III PO Box 4953 Montgomery AL 36103	Midland Funding LLC vs Jenester Pettway, filed 6/1/2016, recorded 7/18/2019, LR7402 Pg 849.

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of mobile vs Jenester Pettway, filed 10/8/2024, recorded 10/9/2024, instrument number 2024064217.

RESOLUTION

Sponsored by: Cory Penn – District 1

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 **616 PETIT 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. 3, 4, 5, 6, 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 **616 PETIT AVENUE** described as:

LOT 18 BLK 4 RESUB OF RESUB OF 1ST UNIT OF GULF HGTS MBK 5 PGS 633-634 #SEC 44 T4S R1W #MP29 02 44 0 027

Parcel Number: 29 02 44 0 027 092

Last Assessed to: WASHINGTON JAMES M C/O MARY B WASHINGTON

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 14, 2025

MOBILE
ALABAMA

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 22, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **616 PETIT AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **WASHINGTON JAMES M C/O MARY B WASHINGTON** 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 0 027 092
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: LOT 18 BLK 4 RESUB OF RESUB OF 1ST UNIT OF GULF HGTS MBK 5 PGS 633-634 #SEC 44 T4S R1W #MP29 02 44 0 027

GJ/md

City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

616 PETIT AVE

Property Details

PARCEL KEY#	00700735	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	N
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE	1/31/2024	COMMENTS	

Property Score

SCORE 42 87

SCORE DISCRIPTION Review Committee

Notes

I e

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9-30-24

Voted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 05/19/2025

Property Address: 616 Petit Avenue **District No:** 1

☐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.

NUISANCE ABATEMENT 616 PETIT AVENUE AGENDA PHOTO/WA

07 14 2025

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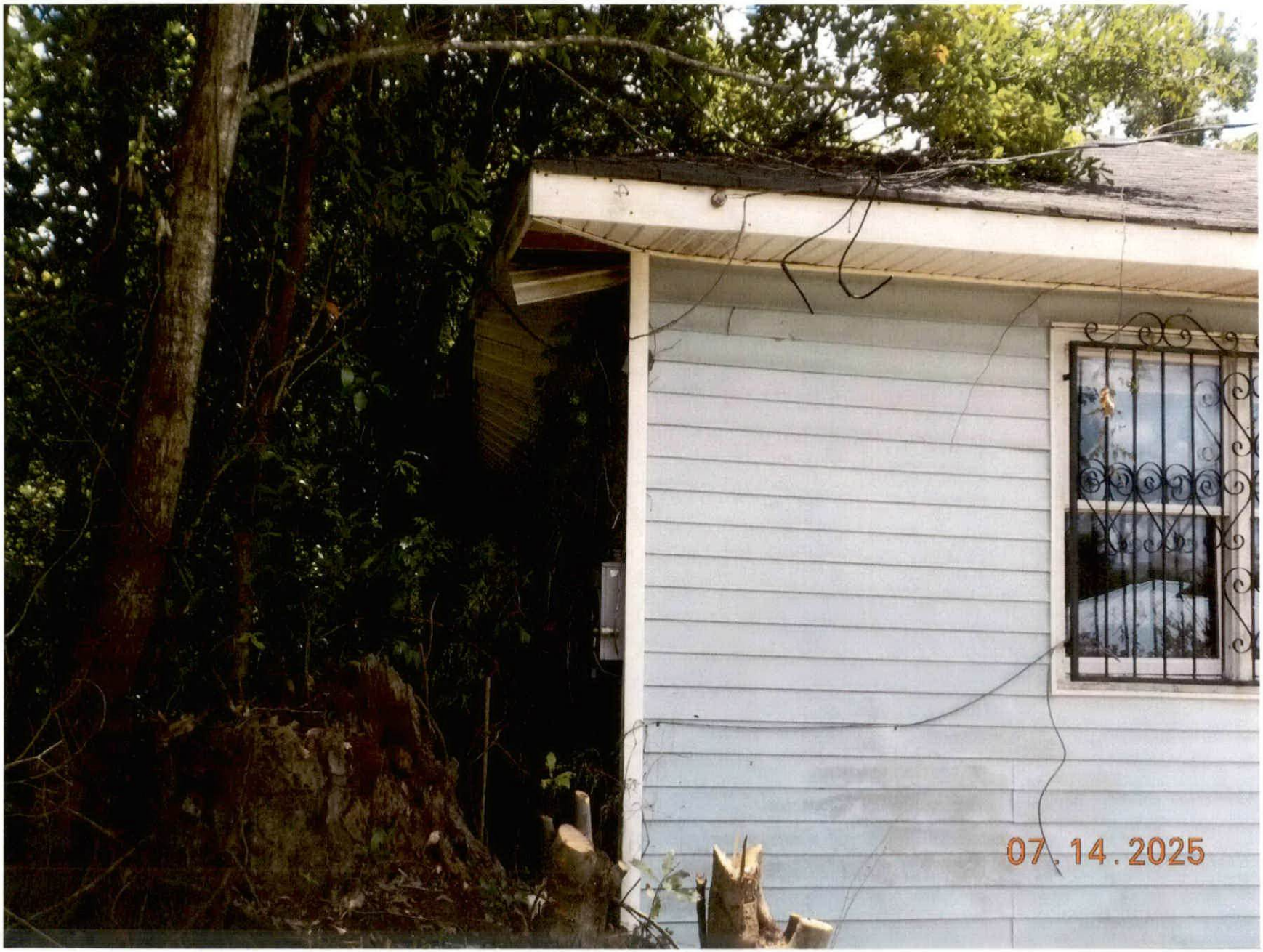
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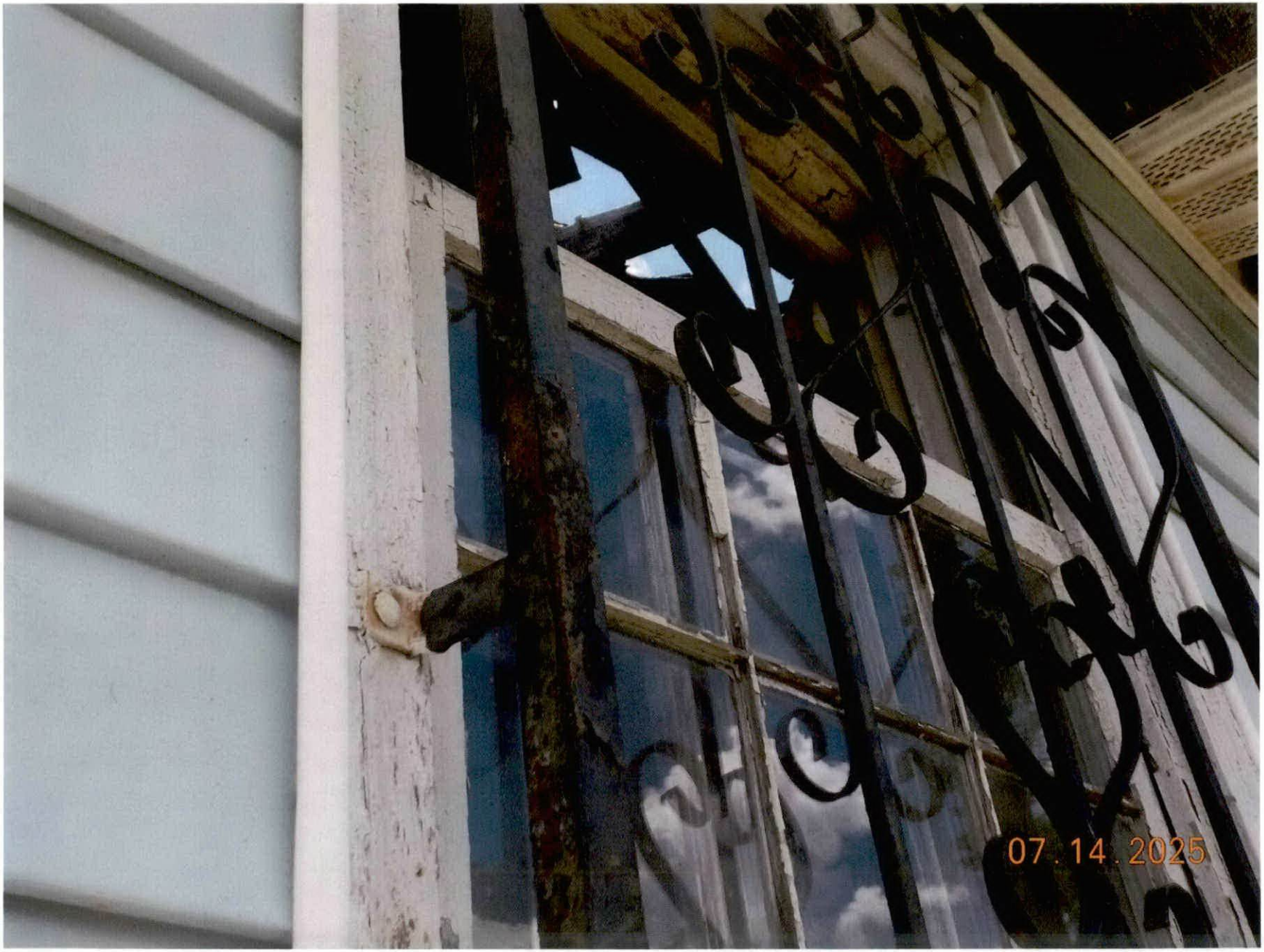
NUISANCE ABATEMENT 616 PETIT AVENUE AGENDA PHOTO/WA

07 14 2025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07 14 2025

Affidavit of Mailed Notice

July 14, 2025

State of Alabama
County of Mobile

Subject Property – 616 Petit 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

MOBILE
ALABAMA

Mary B. Washington
616 Petit Avenue
Mobile, AL 36617-2216

May 22, 2025

RE: 616 Petit Avenue
Project Number: ME-151-24

Dear Mary B. Washington:

On May 19, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 616 Petit Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 18 BLK 4 RESUB OF RESUB OF 1ST UNIT OF GULF HGTS MBK 5 PGS 633-634 #SEC 44 T4S R1W #MP29 02 44 0 027

Parcel Number: 29 02 44 0 027 092

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 17, 2025,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **July 17, 2025,** provide the Code Official with a work plan to accomplish the repairs by **July 17, 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 17, 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 22, 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: **616 Petit Avenue** Date: December 23, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: December 19, 2024

Per the Title Report, the owner is: Fee simple is vested in James M. Washington

Notes: James M. Washington is deceased as of 7/23/2010. He is survived by his wife, Mary B. Washington. There is a probate case number 2013-1200 showing Reginald Washington and Nickie Washington as sole heirs. I listed Mary B. Washington, Reginald Washington and Nickie aka Zuleika Nicole Washington as recipients of Nuisance Abatement notices.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Mary B. Washington 616 Petit Ave Mobile AL 36617-2216	Subject/location address
2	Mary B. Washington Reginald Washington Zuleika Nicole McCarty 405 S Sage Ave Mobile AL 36606-2904	Widow of owner – Revenue Commission mailing address good 2021 – 2024 – Phone numbers are 251-751-1525, 251-454-6579 and 251-716-3023 good 2024
3	Reginald Washington 150 Homewood Dr Fort Walton Beach FL 32548-6339	Heir – Son of deceased owner – LexisNexis address good 9/2024 – Phone numbers are 850-582-3114, 352-783-4783, 251-479-4693 good 2024 – Address in probate case paperwork.
4	Zuleika Nicole McCarty 219 Morningwalk Ln SW Huntsville AL 35824-3105	Heir – Granddaughter of deceased owner – LexisNexis address good 11/2024 – Phone numbers are 404-914-1456 and 404-550-4356 good 2024
5	Zuleika Nicole McCarty 1900 Colonial Lake Dr Apt 1923 Madison AL 35758-4000	LexisNexis address good 7/2024

TAX STATUS: 2024 TAXES ARE DUE BY 12/31/2024

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs James M Washington, filed 10/8/2024, recorded 12/13/2024, instrument number 2024076191.

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 **560 CEDAR 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. 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 **560 CEDAR AVENUE** described as:

LOT 7 BLK 8 WOLFF HGTS DBK 112 P 191 #SEC 13 T4S R1W #MP29 06 13 0 003

Parcel Number: 29 06 13 0 003 146

Last Assessed to: ROSE ESTHER MARIE

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 14, 2025

MOBILE
ALABAMA

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 22, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **560 CEDAR AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **ROSE ESTHER MARIE** 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 06 13 0 003 146
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: LOT 7 BLK 8 WOLFF HGTS DBK 112 P 191 #SEC 13 T4S R1W #MP29 06 13 0 003

GJ/md

City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

560 CEDAR AVE

Property Details

PARCEL KEY#	01418059	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE	2/5/2024	COMMENTS	

Property Score

SCORE	62	SCORE DISCRIPTION	Demo

Notes

TC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 9-9-24

Voted 5 to 0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 05/19/2025

Property Address: 560 Cedar 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.

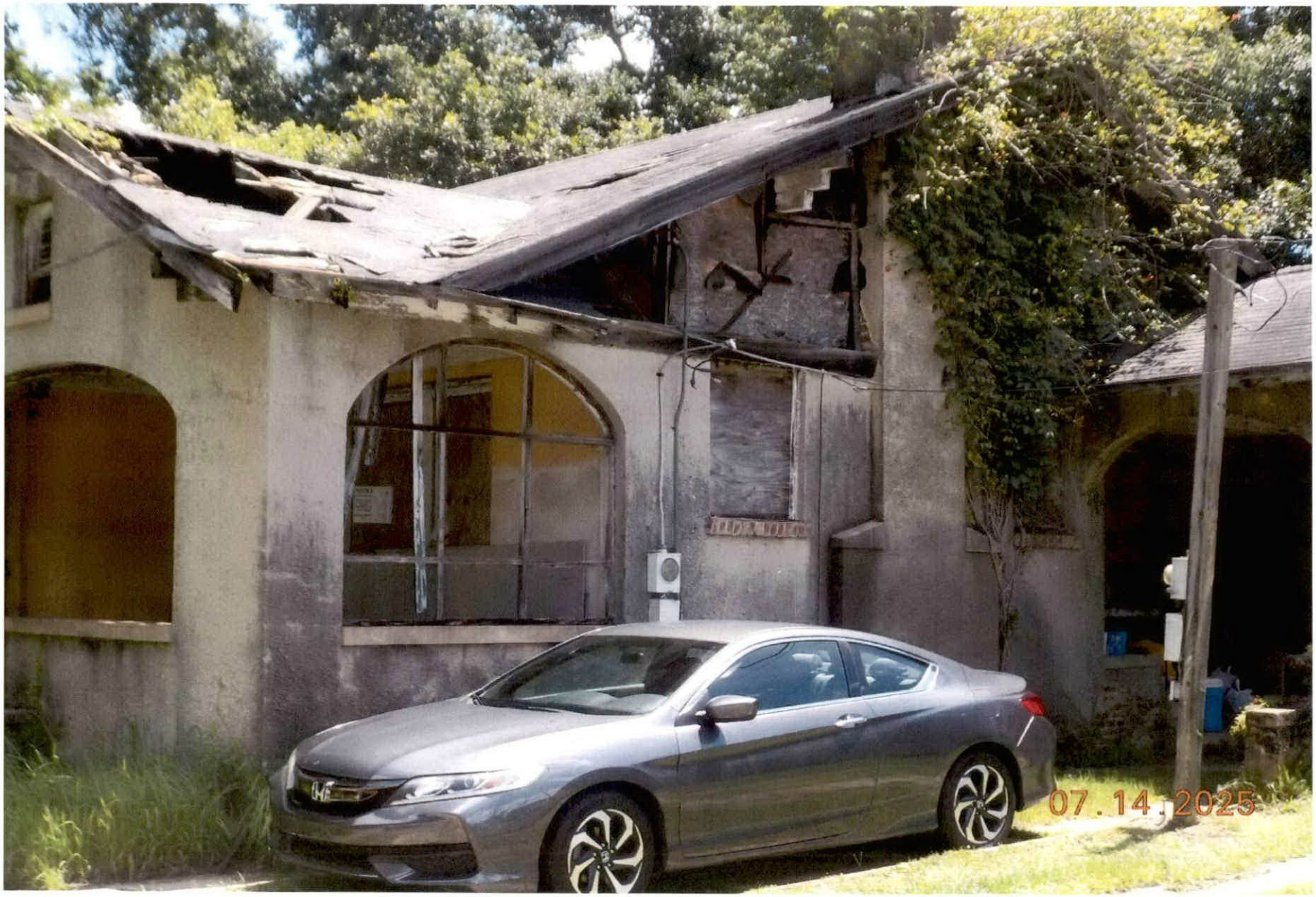
☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐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 14 2025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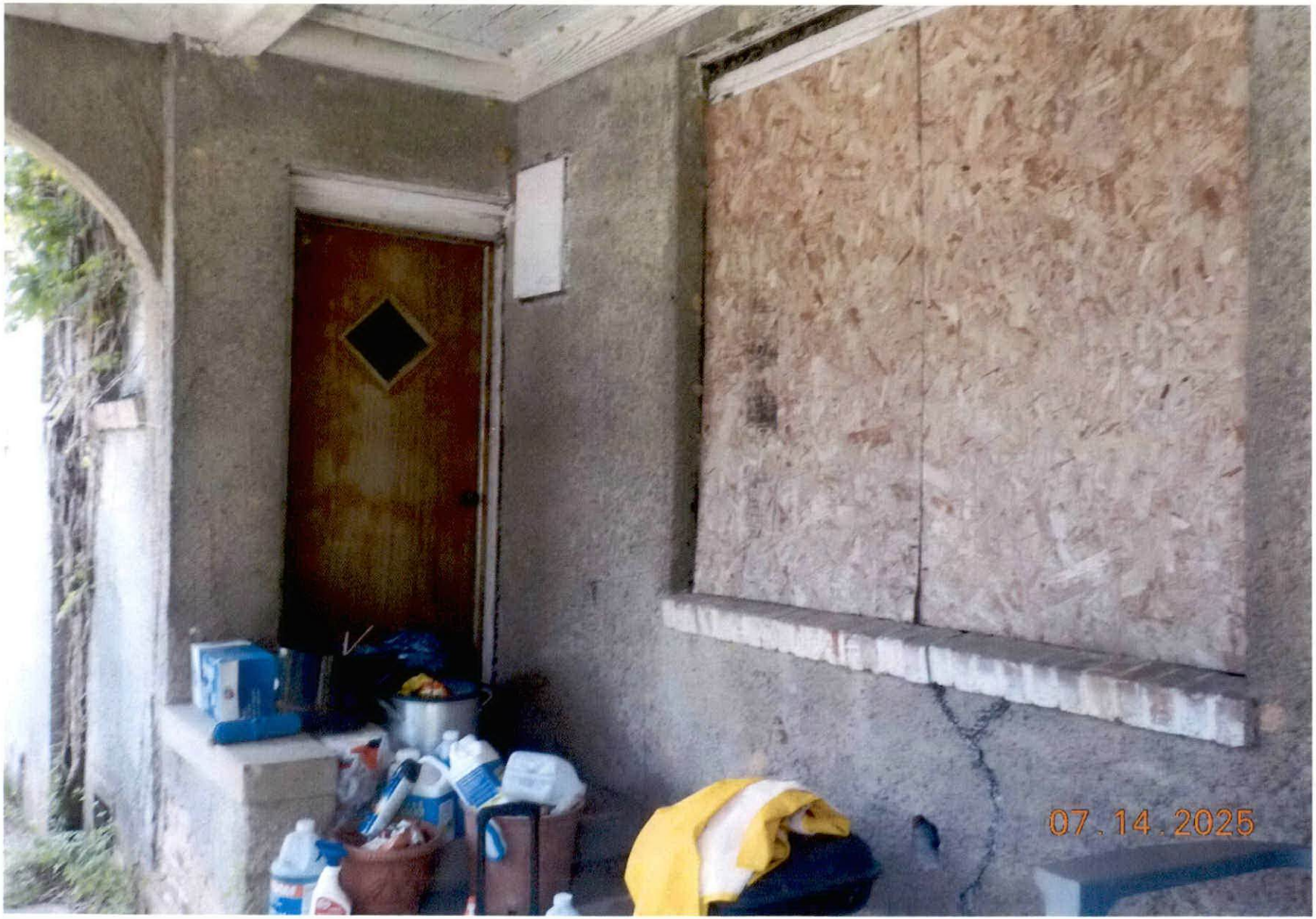
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07.14.2025

Affidavit of Mailed Notice

July 14, 2025

State of Alabama
County of Mobile

Subject Property – 560 Cedar 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 **7** 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

MOBILE
ALABAMA

Esther Marie Rose
560 Cedar Avenue
Mobile, AL 36603-5332

May 22, 2025

RE: 560 Cedar Avenue
Project Number: ME-132-24

Dear Esther Marie Rose:

On May 19, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 560 Cedar Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 7 BLK 8 WOLFF HGTS DBK 112 P 191 #SEC 13 T4S R1W #MP29 06 13 0 003

Parcel Number: 29 06 13 0 003 146

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 17, 2025,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **July 17, 2025,** provide the Code Official with a work plan to accomplish the repairs by **July 17, 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 17, 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 22, 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: 560 Cedar Avenue Date: December 4, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: December 3, 2024

Per the Title Report, the owner is: Fee simple title is vested in Esther Marie Rose

Notes: Esther Marie Rose is 81 years old. I listed several of her children as relatives to send a notice.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Esther Marie Rose 560 Cedar Ave Mobile AL 36603-5332	Owner – subject/location address – LexisNexis address good 2023 – Phone numbers are 248-331-7640 and 832-698-2578 good 2024
2	Esther Marie Rose 12706 Benton Park Ln Tomball TX 77377-4056	LexisNexis address good 8/2024 – Revenue Commission mailing address good 2016-2024

RELATIVES OF ESTHER MARIE ROSE

3	Elizabeth Anderson 10615 Gilford Crest Dr Spring TX 77379-3075	LexisNexis address good 9/2024 – Phone numbers are 512-876-6145, 281-723-3599 and 512-269-5232 good 2024
4	Elizabeth Anderson 502 Country Estates Dr Hutto TX 78634-5079	LexisNexis address good 7/2024
5	Vivian Marie Turner 1187 Simms Ave Henderson NV 89074-8059	LexisNexis address good 9/2024 – Phone numbers are 517-281-2799and 702-260-6759 good 2024
6	Vivian Marie Turner 1250 American Pacific Dr Apt 2224 Henderson NV 89074-7861	Lexisnexis address good 4/2024

7	Clarence Darryl Rose 6760 Birmingham Club Dr Bloomfield Hills MI 48301-3119	Lexisnexis address good 9/2024 – Phone numbers are 248-345-6682, 248-505-4404and 313-516-0154 good 2024

TAX STATUS: 2024 TAXES ARE DUE BY 12/31/2024

Parties with recorded liens per Title Report:

Weed Lien – City of Mobile vs Esther Marie Rose, adopted 10-24-2017, recorded 01-05-2018, LR7592 Pg 977.

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Esther Marie Rose, filed 9/10/2024, recorded 10/9/2024, instrument number 2024064227

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 **310 RYLANDS STREET F/K/A LANE** 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, 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 **310 RYLANDS STREET F/K/A LANE** described as:

ALL PT OF LOTS 24 & 25 SQ 32 DBK 99 NS P 242-3 M/P DESC THAT LOT OF LAND ON E/S OF RYLANDS LN BDED BY LINE BEG AT S/E COR OF BASIL ST & RYLANDS LN TH RUN S ALG E/L OF RYLANDS LN 104.0 FT TO PT TH CONT S ALG E/L OF RYLANDS LN 27.8 FT TO PT TH WITH DEFL ANG OF 75 DEG 31 MIN TO LT RUN ELY 92.1 FT TO TP ON LINE OF FENCE LOCATED ON E/L OF LOT 24 TH WITH DEFL ANG OF 88 DEG 26 MIN TO LT RUN NLY ALG LINE OF FENCE & ALG E/L OF LOT 24 DIS OF 24.0 FT TO PT TH WITH DEFL ANG OF 89 DEG 48 MIN TO LT RUN WLY DIS OF 98.7 FT TO PT ON E/S OF RYLANDS LN & POB #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 049

Last Assessed to: KOF CHURCH INC

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 14, 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 22, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **310 RYLANDS STREET F/K/A LANE.** OWNED BY OR MAY HAVE AN INTEREST: **KOF CHURCH INC** 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 06 40 0 007 049
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: ALL PT OF LOTS 24 & 25 SQ 32 DBK 99 NS P 242-3 M/P DESC THAT LOT OF LAND ON E/S OF RYLANDS LN BDED BY LINE BEG AT S/E COR OF BASIL ST & RYLANDS LN TH RUN S ALG E/L OF RYLANDS LN 104.0 FT TO PT TH CONT S ALG E/L OF RYLANDS LN 27.8 FT TO PT TH WITH DEFL ANG OF 75 DEG 31 MIN TO LT RUN ELY 92.1 FT TO TP ON LINE OF FENCE LOCATED ON E/L OF LOT 24 TH WITH DEFL ANG OF 88 DEG 26 MIN TO LT RUN NLY ALG LINE OF FENCE & ALG E/L OF LOT 24 DIS OF 24.0 FT TO PT TH WITH DEFL ANG OF 89 DEG 48 MIN TO LT RUN WLY DIS OF 98.7 FT TO PT ON E/S OF RYLANDS LN & POB #SEC 40 T4S R1W #MP29 06 40 0 007

GJ/md

City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

310 RYLANDS ST

Property Details

PARCEL KEYX	00748436	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	Campground
BLIGHT ZONE	N/A	COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	Y	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	N	FOUNDATION COMPROMISED	Y
SURVEY DATE	2/2/2024	COMMENTS	

Property Score

SCORE	81	SCORE DISCRIPTION	Demo

Notes

JC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 9-16-24

Voted 4 to 1 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 05/19/2025

Property Address: 310 Rylands 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.

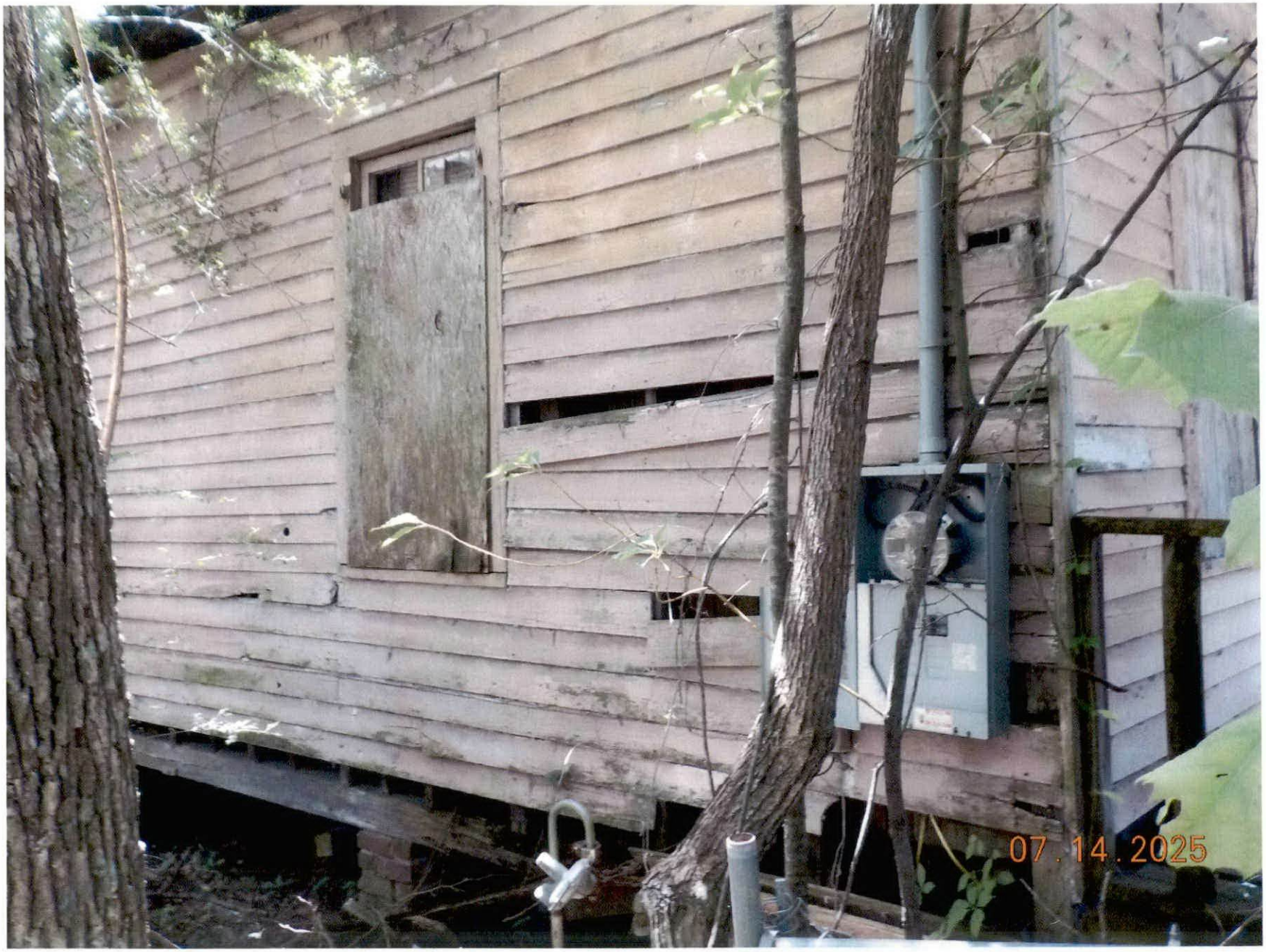
☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

07 14 2025

07.14.2025

NUISANCE ABATEMENT 310 RYLANDS ST AGENDA PHOTO/WA

07.14.2025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Affidavit of Mailed Notice

July 14, 2025

State of Alabama
County of Mobile

Subject Property – 310 Rylands Street f/k/a Lane.

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 **9** 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

KOF Church, Inc.
310 Rylands Lane f/k/a Street
Mobile, AL 36603

May 22, 2025

RE: 310 Rylands Lane f/k/a Street
Project Number: ME-135-24

Dear KOF Church, Inc.:

On May 23, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 310 Rylands Lane f/k/a Street.

I. **PROPERTY** The legal description of the Property is as follows:

ALL PT OF LOTS 24 & 25 SQ 32 DBK 99 NS P 242-3 M/P DESC THAT LOT OF LAND ON E/S OF RYLANDS LN BDED BY LINE BEG AT S/E COR OF BASIL ST & RYLANDS LN TH RUN S ALG E/L OF RYLANDS LN 104.0 FT TO PT TH CONT S ALG E/L OF RYLANDS LN 27.8 FT TO PT TH WITH DEFL ANG OF 75 DEG 31 MIN TO LT RUN ELY 92.1 FT TO TP ON LINE OF FENCE LOCATED ON E/L OF LOT 24 TH WITH DEFL ANG OF 88 DEG 26 MIN TO LT RUN NLY ALG LINE OF FENCE & ALG E/L OF LOT 24 DIS OF 24.0 FT TO PT TH WITH DEFL ANG OF 89 DEG 48 MIN TO LT RUN WLY DIS OF 98.7 FT TO PT ON E/S OF RYLANDS LN & POB #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 049

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 17, 2025,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **July 17, 2025,** provide the Code Official with a work plan to accomplish the repairs by **July 17, 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 17, 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 22, 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: **310 Rylands Lane** Date: December 18, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: December 18, 2024

Per the Title Report, the owner is: KOF Church, Inc.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	KOF Church, Inc. 310 Rylands Ln Mobile AL 36603	Subject/location address
2	KOF Church, Inc. PO Box 66358 Mobile AL 36606	Revenue Commission mailing address – Mailing address per deed 6323-10. And Articles of Incorporation 6369-1756. LexisNexis address good 2020, 2022 and 2023
3	KOF Church, Inc. Arthur L. Holmes, Sr. 457 Houston St Mobile AL 36605	Address per Articles of Incorporation and Secretary of AL website
4	KOF Church, Inc. Arthur L. Holmes 459 Dauphin Island Pkwy Mobile AL 36605	Registered Agent Per Articles of Incorporation
5	KOF Church, Inc. Jonas Dillard, Sr PO Box 6697 Mobile AL 36605	Trustee per Articles of Incorporation
6	KOF Church, Inc. Lisa James 624 Houston St Mobile AL 36606	Secretary per Articles of Incorporation

7	Arthur L Holmes, Sr 648 Gehrig Ave Mobile AL 36610-2328	Registered Agent home address good 8/2024 – Phone numbers are 251-648-1473, 251-644-0846, 251-476-4609, 251-478-5047 and 251-341-7233 good 2024
8	Arthur L Holmes, Sr 1851 Canal St Mobile AL 36606-4341	LexisNexis address good 9/2024
9	Arthur L Holmes, Sr 2780 Government Blvd Mobile AL 36606-2606	LexisNexis address good 12/2024

TAX STATUS: 2024 PROPERTY TAX DUE BY 12/31/2024

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs KOF Church Inc., filed 8/7/2017, recorded 8/16/2017, LR7544 Pg 53.

Lis Pendens – City of Mobile vs KOF Church Inc., filed 9/17/2024, recorded 12/13/2024, instrument number 2024076186.

RESOLUTION

Sponsored by: Councilmember William Carroll, District 2

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that a portion of Dr. Martin Luther King, Jr. Avenue, between Cuba Street and Rylands Street, be given the honorary name of “Honorary Representative James E. Buskey Avenue”.

Adopted:

_____
City Clerk

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through **20** described in the resolution adopted on the **17th** day of **June,** 2025 have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, as follows:

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through **20**, as described in the resolution adopted on the **17th** day of **June, 2025**, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.**1665** on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above-described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted:

_____

City Clerk

58-832 **2025**

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 #1665** 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 **22nd day of July, 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: JUN 17 2025

City Clerk

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **June 15, 2025**

SUBJECT: WEED LIEN GROUP **1665**

Attached, please find Assessment Lists for Weed Lien Group Number **1665** 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): 6/17/2025

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 7/22/2025

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): 6/19/2025

LEGAL NOTICE DUE TO MOBILE LAGNIAPPE: 7/3/2025

LEGAL NOTICE ADS: 7/9/2025-7/16/2025

POSTING DATE: 7/15/2025

Copy to: Marchetta Taite

	WEED LIEN	
	CONTRACT NUMBER	
	1665	Res. No.
6/17/2025	LOTS TO BE DECLARED	58-
7/22/2025	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	556 Oak Drive Ct	49562	51532		2	
2	2787 LeCren Street	49451	51434		1	
3	251 N. Pine Street	48912	51435		2	
4	230 Abrams Street	48994	51436		1	
5	815 Stanton Road	49658	51437		1	
6	256 N Pine Street	49635	51438		2	
7	416 Driver Street	50181	51439		1	
8	1105 Congress Street	50432	51440		2	
9	6254 Sarasota Drive	50149	51441		4	
10	560 Cedar Avenue	48396	51442		2	
11	1500 Lemon Street	44298	51443		2	
12	1567 Plover Street	36126	51444		2	
13	375 Cody Road	50422	51445		7	
14	1709 Griffin Street	50745	51447		1	
15	2506 Victory Avenue	49975	51448		1	
16	3608 Kent Road	50281	51449		3	
17	922 Bay Avenue	50263	51450		3	
18	924 Bay Avenue	50264	51451		3	
19	1721 Sigler Avenue	50555	51452		3	
20	1357 Gulf Field Dr E	38888	51453		3	
				$ -		

Numbers of lots cut District total for this group		Numbers of lots cut	
1	6	1	
2	7	2	
3	5	3	
4	1	4	
5	0	5	
6	0	6	
7	1	7	
	20		0

*ADD Added in from other Groups
*CBO Cut By Owner
*N/A Taken out by Inspector

6-11-25

Marchetta Carter 6-11-25

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that 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 $500.00 to the following employee:

- Lisa Roberts (July 2025) (Employee # 15655)
  City Clerk's Office

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

Adopted:

_____

City Clerk

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

Sponsored by: Councilmember William Carroll

WHEREAS, *Councilmember Carroll wishes to appropriate **$2,000.00** to **Big Brothers Big Sisters of the Central Gulf Coast**,* from the *District 2 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Big Brothers Big Sisters of the Central Gulf Coast**,* 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 ***Big Brothers Big Sisters of the Central Gulf Coast**,* will be used to *assist with BBQ Cookoff being held on October 4, 2025.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of **$2,000.00** to **Big Brothers Big Sisters of the Central Gulf Coast**,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

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

Sponsored by: Councilmember *Joel Daves*

WHEREAS, *Councilmember Woods wishes to appropriate* ***$2,500.00*** *to* ***Marching Cougars Band/Band Booster Club****,* from the *District 5 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 operational 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 **$3,000.00** to **Medal of Honor Park**,* from the *District 6 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Medal of Honor Park**,* 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 ***Medal of Honor Park**,* will be used to *assist with the Inflatable Event.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of **$3,000.00** to **Medal of Honor Park**,* 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

C#5440

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP West Side Park - Ballfield Lighting Improvements

CAPITAL PROJECT #: C1002 (20002000-48010)

CONTRACT AMOUNT: $492,232.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-007-25

PROJECT DESCRIPTION: To provide new Musco lighting to the ballfields and parking lot.
This includes new fixtures on all fields and new poles to replace wood poles.

VENDOR NAME: H & H Electric Company, INC.

VENDOR NUMBER: 274226

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y _X__ N ___ ; 5% of the 1st 50%
_X__ or
If different, indicate special
rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders
*****General Construction requires Change Order for 10% overages***.

Prepared by: ___Emma Dean – Office Assistant II Date: ___07/17/2025

R E S O L U T I O N

2025

Sponsored by:
Mayor William S. Stimpson and Councilmember Josh Woods

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	H & H Electric Company, INC.
Project Name:	CIP West Side Park - Ballfield Lighting Improvements
Project Number:	PR-007-25
Amount:	$492,232.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP West Side Park - Ballfield Lighting Improvements

CAPITAL PROJECT #: C1002 (20002000-48010)

CONTRACT AMOUNT: $492,232.00 **DATE OF RECEIPT:** _____

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VENDOR NAME: H & H Electric Company, INC.

VENDOR NUMBER: 274226

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y X** **N** ___ ; 5% of the 1st 50% **X** or

If different, indicate special rate_____

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

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

Prepared by: *Emma Dean* – Office Assistant II **Date:** 07/17/2025

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

H&H Electric Company, INC.
13580 Celeste Road
Chunchula, AL 36521

City of Mobile Business License Number: 445
Secretary of State Registration Number: 000-058-646

for the following Project:
(Name, location and detailed description)

West Side Park - Ballfield & Parking Lighting Improvements
1001 Hitt Road
Mobile, Alabama 36695
PR-007-25
Scope: To provide new Musco lighting to the ballfield and parking lot. This includes new fixtures on all fields and new poles to replace wood poles.

The Architect:
(Name, legal status, address and other information)
Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

Jaguar Consulting, LLC
8658 Capital Drive North
Mobile, AL 36695

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/
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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[**X**] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[**X**] Not later than One Hundred Eighty (180) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.
(Table deleted)
(Paragraph deleted)

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ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred Ninety-Two Thousand Two Hundred Thirty-Two and 00/100 ($ 492,232.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: $472,232.00
Contingency Allowance: $20,000.00
Total Bid: $492,232.00
Alternate: N/A

Total Contract Sum: $492,232.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	N/A

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)
Contingency Allowance: Twenty Thousand and 00/100 ($20,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or
(Table deleted)
undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
N/A	N/A	N/A

§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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User Notes:

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty (40) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified.
- **.3** Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- **.5** Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

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User Notes:

N/A

§ 5.1.7.2
(Paragraphs deleted)
Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

(Paragraphs deleted)
§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment
§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
a.) Contractor's Release or Waiver of Liens
b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

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The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that H & H Electric Company, INC. has completed the contract for PR-007-25 West Side Park - Ballfield & Parking Lighting Improvements 1001 Schillinger Road South Mobile, Alabama 36608 All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[**X**] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)
§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:

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(Name, address, email address, and other information)

Director, Architectural Engineering
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

William H. Hill, President
P.O. Box 461
Saraland, AL 36571
hhelectric@bellsouth.net
251-675-5494

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee

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C. Bodily Injury by Disease $1,000,000 each policy

.3 United States Longshoreman's Harbor Worker's Act.

.4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

.5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	$1,000,000 combined single limit
D.	Damage to Rented Premises	$1,000,000 each occurrence

.6 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property Damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit

.8 Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

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.9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

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Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
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

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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. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

(Paragraph deleted)

.2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

.3 Drawings

Number	Title	Date
E1.1	Electrical Legend & Abbreviations	April 30, 2025
E2.1	Electrical Existing Overall Site Plan	April 30, 2025
E2.2	Electrical New Work Overall Site Plan	April 30, 2025
E3.1	Electrical Major League/T-Ball Field New Work Lighting	April 30, 2025
E3.2	Electrical Little League Field New Work Lighting	April 30, 2025
E3.3	Electrical Babe Ruth Field New Work Lighting	April 30, 2025
E3.4	Electrical Buddy Ball Field New Work Lighting Plan	April 30, 2025
E3.5	Electrical Rookie Field New Work Lighting Plan	April 30, 2025
E4.1	Electrical Field Lighting Wiring Diagrams	April 30, 2025
E4.2	Electrical Field Lighting Wiring Diagrams	April 30, 2025
E5.1	Electrical Schedules	April 30, 2025
E5.2	Electrical Details	April 30, 2025
E6.1	Electrical Existing Equipment Elevations	April 30, 2025
E6.2	Electrical New Work Equipment Elevation	April 30, 2025

.4 Specifications

Section	Title	Date
Section 01010	**Summary of Work**	April 30, 2025
Section 01210	**Allowances**	April 30, 2025
Section 01310	**Project Management & Co-ordination**	April 30, 2025
Section 01320	**Construction Progress Documentation**	April 30, 2025
Section 01330	**Submittal Procedures**	April 30, 2025

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Section 01635	**Substitution Procedures**	April 30, 2025
Section 01700	**Execution Requirements**	April 30, 2025
Section 01731	**Cutting and Patching**	April 30, 2025
Section 01770	**Close out Procedures**	April 30, 2025
Section 01783	**Project Record Documents**	April 30, 2025
Section 01782	**Operation and Maintenance Data**	April 30, 2025

.5 Addenda, if any:

Number	Date
Addendum No. 1	May 13, 2025
Addendum No. 2	May 19, 2025
Addendum No. 3	May 20, 2025

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Paragraph deleted)

.6 Other Exhibits:

§ 9.2

(Paragraphs deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction-

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§ 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

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

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: H&H Electric Company, INC.

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

William H. Hill, President
(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 William H. Hill as President of H&H Electric Company, INC. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this _____ day of _____, 20_____.

NOTARY PUBLIC
My Commission Expires: _____

CHARLOTTE C. HILL
My Commission Expires
February 4, 2029

CHARLOTTE C. HILL NOTARY PUBLIC STATE OF ALABAMA

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User Notes: (892953154)

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, H & H Electric Company, Inc., PO Box 461 Saraland, AL 36571, hereinafter called the Principal, and Cincinnati Insurance Company 6200 S. Gilmore Rd Fairrfield, OH 45014 hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Four Hundred Ninety-Two Thousand Two Hundred Thirty-Two and 00/100 ($492,232.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Westside Park – Ballfield Lighting Upgrades, 1001 Hitt Road, Mobile, Alabama 36695, PR-007-25, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 16 day of July, 2025.

CONTRACTOR AS PRINCIPAL
Company: H & H Electric Company, Inc.
(Corporate Seal)
By: _____ (Signature)
Name and Title: William H Hill Pres

SURETY
Company: Cincinnati Insurance Company
(Corporate Seal)
By: _____ (Signature)
Name and Title: M.Harland Ison, Jr., Attorney-in-Fact

Resident Agent: _____ (Signature)
Name and Title: M. Harland Ison, Jr., Attorney-in-Fact
Company Name: Thames Batre Insurance
Address: 2065 Old Shell Rd
Mobile, AL 36607
Phone and Fax: 251-473-9000

Owner's Representative: Shannon McIntyre
Director of Architectural Engineering
PO Box 1827
Mobile, AL 36633
251-208-7454

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Harry W. Mattei; M Harland Ison, Jr.; Allen H. Ladd; Taylor Beville; and/or Peyton L. Mattei

of Mobile, Alabama
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds and undertakings, including consents to release of ratainage and/or final estimates on engineering and construction contracts required by the Department of Transportation, State of Florida, as follows:

Any such obligations in the United States, up to
Fifteen Million and No/100 Dollars ($15,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this day of

BN-1457 (3/21)

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, H & H Electric Company, Inc, PO Box 461 Saraland, AL 36571, as Principal, and Cincinnati Insurance Company 6200 S. Gilmore Fairfield, OH 45014, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Four Hundred Ninety-Two Thousand Two Hundred Thirty-Two and 00/100 ($492,232.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Westside Park – Ballfield Lighting Upgrades, 1001 Hitt Road, Mobile, Alabama 36695, PR-007-25, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint M. Harland Ison, Jr. **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 16 day of July, 2025

CONTRACTOR AS PRINCIPAL
Company: H & H Electric Company, Inc.
(Corporate Seal)
By: _____ (Signature)
Name and Title: William H Hill Pres

SURETY
Company: Cincinnati Insurance Company
(Corporate Seal)
By: _____ (Signature)
Name and Title: M. Harland Ison, Jr., Attorney-In-Fact

Resident Agent: _____ (Signature)
Name and Title: M. Harland Ison, Jr.
Company Name: Thames Batre Insurance
Address: 2065 Old Shell Rd Mobile, AL 36607
Phone and Fax: 251-473-9000

Owner's Representative: Shannon McIntyre
Director of Architectural Engineering
PO Box 1827
Mobile, AL 36633
251-208-7454

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Harry W. Mattei; M Harland Ison, Jr.; Allen H. Ladd; Taylor Beville; and/or Peyton L. Mattei

of Mobile, Alabama
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds and undertakings, including consents to release of ratainage and/or final estimates on engineering and construction contracts required by the Department of Transportation, State of Florida, as follows:

Any such obligations in the United States, up to
Fifteen Million and No/100 Dollars ($15,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this day of

BN-1457 (3/21)

City of Mobile

Office of Supplier Diversity

Request of Waiver of DBE Goal

The City of Mobile establishes an overall goal of 15% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.

Use this form to request a waiver of DBE goals on a City of Mobile Bid, RFP, solicitation or contract. You can download a PDF fill-in version of this form at https://cityofmobile.sharepoint.com/sites/COMPortal .
Contact the Office of Supplier Diversity at 251-208-7967 if you require assistance with completing this or any other DBE form.

This form should be completed by the City department requesting a waiver. Upon completion, submit the form to the Office of Supplier Diversity by email at officeofsupplierdiversity@cityofmobile.org.

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# PR-007-25 Current Date 05 / 07 / 25

Project Description West Side Park - Ballfield & Parking Lighting Improvements

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

We request the required 15% be lowered to 5% participation because the project is specific to electrical lighting and wiring only.

Carleen Stout
Requested By (Department Director)

Carleen Stout-Clark
Carleen Stout-Clark (May 7, 2025 15:29 CDT)
(Signature) **(Title)** 05/07/2025 **(Date)**

Telephone Number **Email Address**

Archnique Kidd
Reviewed By (Office of Supplier Diversity)

Archnique Kidd
Archnique Kidd (May 7, 2025 15:41 CDT)
(Signature) Small Business Development Manager **(Title)** 05/07/2025 **(Date)**

Approved By (CAO)

Waiver of DBE Goals PR-007-25 West Side Park - Ballfield & Parking Lighting Improvements

Final Audit Report 2025-05-07

Created:	2025-05-07
By:	Emma Dean (emma.dean@cityofmobile.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgZjG5tciqbG-7qXqiiZiX1WQwVnTayAo

"Waiver of DBE Goals PR-007-25 West Side Park - Ballfield & Parking Lighting Improvements" History

Document created by Emma Dean (emma.dean@cityofmobile.org)
2025-05-07 - 2:59:01 PM GMT- IP address: 76.8.254.3

Document emailed to carleen.stout@cityofmobile.org for signature
2025-05-07 - 3:02:21 PM GMT

Email viewed by carleen.stout@cityofmobile.org
2025-05-07 - 8:29:24 PM GMT- IP address: 104.47.65.254

Signer carleen.stout@cityofmobile.org entered name at signing as Carleen Stout-Clark
2025-05-07 - 8:29:53 PM GMT- IP address: 76.8.254.3

Document e-signed by Carleen Stout-Clark (carleen.stout@cityofmobile.org)
Signature Date: 2025-05-07 - 8:29:55 PM GMT - Time Source: server- IP address: 76.8.254.3

Document emailed to Archnique Kidd (archnique.kidd@cityofmobile.org) for signature
2025-05-07 - 8:29:56 PM GMT

Email viewed by Archnique Kidd (archnique.kidd@cityofmobile.org)
2025-05-07 - 8:40:53 PM GMT- IP address: 76.8.254.3

Document e-signed by Archnique Kidd (archnique.kidd@cityofmobile.org)
Signature Date: 2025-05-07 - 8:41:40 PM GMT - Time Source: server- IP address: 76.8.254.3

Agreement completed.
2025-05-07 - 8:41:40 PM GMT

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	H & H ELECTRIC CO., INC.
Address	P O BOX 461 SARALAND AL 36571
Telephone	251-675-5494
E-Mail	hhelectric@bellsouth.net

RFP/RFQ Solicitation Number	PR-007-25
Project Description	WESTSIDE PARK--FIELD LIGHTING UPGRADES
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 12 Female 1 Minority 1 Non-minority _____ SDVO _____ Total #of Employees 14

Subcontractor/Major Supplier Plan submitted by:

Printed Name: WILLIAM H. HILL

Signature: _____ Date: 05/21/2025

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: WILLIAM H. HILL Title: PRESIDENT

Email: hhelectric@bellsouth.net Phone: 251-675-5494

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company H & H ELECTRIC CO., INC. Your Bid/Proposal Amount $ 492,232.00 Date:

05 / 21 / 2025 Description PR-007-25 WESTSIDE PARK -- LIGHTING UPGRADES

Name of Bidder/Proposer: H & H ELECTRIC 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
Ellis Craneworks	850-995-0977	Set Concrete Pole Bases	$48,980.00	5	Y	

Form 2: Good Faith Effort Documentation

Name of Bidder: H & H ELECTRIC CO., INC.

Contact Person: WILLIAM H. HILL Phone 251-675-5494 Email hhelectric@bellsouth.net

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.

		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 Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Alabama Secretary of State

H & H Electric Company, Inc.	
Entity ID Number	000-058-646
Entity Type	Domestic Corporation
Principal Address	SARALAND, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	10/09/1979
Registered Agent Name	Not Provided
Registered Office Street Address	Not Provided
Registered Office Mailing Address	Not Provided
Nature of Business	---
Capital Authorized	$10,000
Capital Paid In	$1,000
Incorporators	
Incorporator Name	HILL, WILLIAM HOWARD
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	HILL, JAMES N
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	HILL, CHARLOTTE
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

H & H Electric Company, Inc.	
	2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022

Browse Results New Search

Company ID Number: 931097

Approved by:

E-Verify Employer Agent Employer H & H Electric Co., Inc.	
Name (Please Type or Print) William H Hill	Title
Signature Electronically Signed	Date 12/15/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/15/2015

E-Verify

Company ID Number: 931097

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	H & H Electric Co., Inc.
Company Facility Address	13580 Celeste Road SARALAND, AL 36571
Company Alternate Address	PO Box 461 SARALAND, AL 36571
County or Parish	MOBILE
Employer Identification Number	630778256
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/15/2025

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

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

PRODUCER Thames Batre' Insurance PO Box 6989 Mobile, AL 36660	CONTACT NAME: Allen Hunter Ladd, Jr. PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: hunter@thamesbatre.com
INSURED H & H Electric Company, Inc. Post Office Box 461 Saraland, AL 36571	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Owners Insurance Company — 32700 INSURER B : Auto-Owners Insurance Group — 18988 INSURER C : Midwest Employers Casualty Co — 23612 INSURER D : Alabama Self-Insured W/C Fund INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X	X	38043704	10/1/2024	10/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	5304371400	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	5304371401	10/1/2024	10/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	PUAL129001	1/1/2025	1/1/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Workers Compensation			P101675AL2024	1/1/2025	1/1/2026	Per Statute	
A	Equipment Floater			38043704	10/1/2024	10/1/2025	Leased/Rented	200,000

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

Westside Park Ballfield Lighting Upgrades, PR-007-25
Loc 1, Bldg 1 - 13580 Celeste Road Saraland, AL 36571
Loc 2, Bldg 1 - 118 Industrial Parkway Saraland, AL 36571
Loc 3, Bdg 1 - 33 Harris Avenue Saraland, AL 36571

SEE ATTACHED ACORD 101

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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AGENCY CUSTOMER ID: H&HELEC-01 SJOHNSON

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Thames Batre' Insurance		H & H Electric Co., Inc. Post Office Box 461 Saraland, AL 36571
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

With regard to City of Mobile:
General Liability:
Additional Insured provisions apply with respect to General Liability, subject to form CG 20 37 04 13 & CG 20 10 04 13, if required by written contract.
Waiver of Subrogation provisions apply with respect to General Liability, subject to form CG 24 04 05 09, if required by written contract.
Primary & Non-Contributory provisions apply with respect to General Liability, subject to form CG 20 01 04 13, if required by written contract.
Per Project Aggregate & Location provisions apply with respect to General Liability, subject to form 55200 (6-96), if required by written contract.
30 Day Notice of Cancellation apply with respect to General Liability, subject to form 59495 (8-11), if required by written contract.
Contractual Liability is included, subject to the atttached policy.

Automobile:
Additional Insured provisions apply with respect to Automobile Liability, subject to form 58503 (1-15), if required by written contract.
Waiver of Subrogation provisions apply with respect to Automobile Liability, subject to form 58122 (1-15), if required by written contract.
Primary & Non-Contributory provisions apply with respect to General Liability, subject to form 58540 (12-19), if required by written contract.
30 Day Notice of Cancellation apply with respect to General Liability, subject to form 59495 (8-11), if required by written contract.

Excess Liability:
Additional Insured, Waiver of Subrogation, Primary & Non-Contributory, 30 Day Notice of Cancellation provisions apply with respect to Excess Liability, subject to General Liability & Automobile Liability underlying terms, if required by written contract.

Workers Compensation:
The Alabama Self-Insured Worker's Compensation Fund waives the right to bring action against Certificate Holder to enforce any right of subrogation, which may arise from Alabama Self-Insured Worker's Compensation Fund's payment of workers' compensation benefits. This waiver does not affect (1) the right of an employee of Member to bring an action for damages, or (2) Alabama Self-Insured Workers Compensation Fund's right to intervene in such action to protect any interest in any proceeds of any such action. This waiver shall apply only if and to the extent required by Certificate Holder.

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59495 (8-11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL DESIGNATED PERSON(S) OR ORGANIZATION(S) OTHER THAN THE NAMED INSURED

It is agreed:

This policy is subject to the following condition:

If this policy is canceled or nonrenewed, the designated person(s) or organization(s) shown in the SCHEDULE below shall be notified at least:
1. 10 days prior to the effective date of cancellation if we cancel for nonpayment of premium; or
2. The number of days shown in the SCHEDULE prior to the effective date if we cancel for any other reason.
If the law of the state in which notice is mailed to requires a longer notice period, we will comply with those requirements.

SCHEDULE

Number of Days Notice 030

Name Of Designated Person(s) Or Organization(s)	Mailing Address
CITY OF MOBILE	PO BOX 1827 MOBILE, AL 36633-1827

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

All other policy terms and conditions apply.

58503 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Each person or organization shown in the Schedule is an **insured** for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE**, **A. COVERAGE**, **1. Who Is An Insured**.

All other policy terms and conditions apply.

Name Of Person(s) or Organization(s):

CITY OF MOBILE

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

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58524 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF DEFINITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION VI - DEFINITIONS is amended.

1. **B.** is deleted and replaced by the following definition.
   B. Auto means:
   1. A land motor vehicle;
   2. A **trailer**; or
   3. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

   However, **auto** does not include **mobile equipment**. As it applies to this endorsement only, **mobile equipment** does not include a snowmobile.
2. **U.** is deleted and replaced by the following definition.
   U. Trailer means a vehicle which is designed to be connected to and towed by a power unit. **Trailer** does not include non-motorized farm machinery or farm wagons. A **trailer** is not **equipment or custom furnishings**.

All other policy terms and conditions apply.

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58540 (12-19)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V - CONDITIONS, **B. GENERAL CONDITIONS**, **2. Other Insurance** is amended. The following provision is added as it applies to this endorsement only. When this insurance is primary and there is other insurance for any person or organization, other than a Named Insured, which covers liability for **your** operations, contribution from such other insurance shall not be sought by **us** when:

(1) There is a written agreement between **you** and such person or organization that this insurance shall be primary and without the right of contribution; and
(2) Such written agreement was in force prior to any **bodily injury** or **property damage**.

All other policy terms and conditions apply.

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58122 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.
This endorsement changes the policy effective on the inception date of the policy unless another date is shown below.

Named Insured: H&H ELECTRIC COMPANY INC

Endorsement Effective Date: 10-01-2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s)
CITY OF MOBILE

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

SECTION V - CONDITIONS, **A. LOSS CONDITIONS** is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

a. Covered by the policy; and

b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and the person(s) or organizations(s) shown in the schedule

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

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COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
CITY OF MOBILE	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the

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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.

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59495 (8-11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL DESIGNATED PERSON(S) OR ORGANIZATION(S) OTHER THAN THE NAMED INSURED

It is agreed:

This policy is subject to the following condition:

If this policy is canceled or nonrenewed, the designated person(s) or organization(s) shown in the SCHEDULE below shall be notified at least:
1. 10 days prior to the effective date of cancellation if we cancel for nonpayment of premium; or
2. The number of days shown in the SCHEDULE prior to the effective date if we cancel for any other reason.
If the law of the state in which notice is mailed to requires a longer notice period, we will comply with those requirements.

SCHEDULE

Number of Days Notice 030

Name Of Designated Person(s) Or Organization(s)	Mailing Address
CITY OF MOBILE	PO BOX 1827 MOBILE AL 36633-1827

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

All other policy terms and conditions apply.

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
CITY OF MOBILE	

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

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

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

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.
This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
CITY OF MOBILE	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the

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55200 (6-96)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LOCATION AND PROJECT AGGREGATE LIMITS OF INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

1. The General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your "locations" owned by or rented to you.

   "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

2. The General Aggregate Limit under LIMITS OF INSURANCE (SECTION III) applies separately to each of your projects away from premises owned by or rented to you.

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COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

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:

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

SCHEDULE

Name Of Person Or Organization:
CITY OF MOBILE
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 we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

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
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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CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: July 22, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve proposed Bid award to Howard Industries Inc and Stem Consultants Inc for surveillance cameras and equipment. Prices good through for three months, renewable for 11 additional three-month periods.

Amount of Contract:
N/A, as needed at Item-based unit pricing

Funding Source
General fund.

ATTACHMENTS:
1. 20250714 Cameras Agenda Package Bids

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 22 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: Item-Award Bid for Approval for Surveillance cameras and equipment

PURPOSE & SCOPE OF PROJECT:
To approve proposed Bid award to Howard Industries Inc and Stem Consultants Inc for surveillance cameras and equipment. Prices good through for three months, renewable for 11 additional three-month periods. General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

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

FUNDING SOURCE:

Budget Item: _____ Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: Upon approval

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

If not bid, state reason: Sealed Bid 5951

How many bidders received bid packages (if applicable): 13 + web

How many bidders submitted bids (if applicable): 6

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5951	Surveillance Cameras and Equipment	27	See bid tabulation	Three months, renewable for eleven additional three-month periods.	(292451) Howard Industries Inc; (299150) STEM Consultants Inc

Adopted:

_____

City Clerk

BID TABULATION FOR BID #5951
SURVEILLANCE CAMERAS AND EQUIPMENT

ITEM #	ITEM DESCRIPTION	CelPlan Technologies, Inc	Graybar Electric	Howard Industries	ProLogic ITS, LLC	STEM Consultants, Inc	Tech Advanced Computers, Inc
1	SPF MIDSPAN, AXIS T8154, #02740-004	$348.73	$224.29	$150.00	$165.55	$154.70	$189.00
2	QUAD CAMERA, Q6010E/20MP/360/MULTISEN/1P66, #01981-001	$3,708.45 AXIS Q6020-E 60 Hz PTZ CAMERA #02957-001	$1,930.63	$1,277.00	$1,786.44 #02957-001	$2,329.00 #02957-001	$1,599.00
3	Camera PTZ, Q6075-E/1080P, #017252-004	$5,874.45 AXIS Q6075-E 60HZ	$3,540.39	$2,341.00	$2,677.91	$2,471.47	$2,999.00
4	WALL MOUNT, T91G61, #5506-951	$384.47	$235.02	$157.00	$178.02	$162.77	$199.00
5	POLE MOUNT, T91B57, #01470-001	$233.38	$138.44	$93.00	$107.21	$98.34	$119.00
6	NETWORK CAMERA, AXIS M3077-PLUE, #02018-001	$1,256.38	$803.80	$566.00	$603.55	$559.37	$689.00
7	DOME CAMERA, AXIS M3086-V, #02374-001	$619.41	$396.00	$265.00	$297.28	$276.17	$349.00
8	MIC DOME CAMERA, AXIS M3086-V, #02832-001	$635.35	$406.73	$272.00	$304.90	$283.89	$359.00
9	DOME CAMERA, AXIS M3088-V, #02375-001	$762.73	$481.85	$322.00	$366.02	$340.40	$429.00
10	DOME CAMERA, AXIS M4216-LV, #02113-001	$874.21	$556.98	$372.00	$419.69	$390.56	$489.00
11	DOME CAMERA, AXIS M3126-LVE, WHITE, #02918-001	$842.35	$535.51	$372.00	$404.49	$376.28	$479.00
12	DOME CAMERA, AXIS M3126-LVE, BLACK, #02919-001	$842.35	$535.51	$358.00	$404.49	$375.08	$479.00
13	BULLET, AXIS M2036-LE, WHITE, #02125-001	$714.96	$460.39	$308.00	$343.55	$319.56	$399.00

14	BULLET, AXIS M2036-LE, BLACK, #02134-001	$714.96	$460.39	$308.00	$343.61	$319.05	$399.00
15	CAMERA, AXIS M5526-E, PTZ	$1,749.98 M5526-E 60 DISCREET PTZ, 4MP, 10X, #02769-001	$1,125.76	$752.00 #02769-001	$841.06 #02769-001	$776.37	$969.00 #02769-001
16	CAMERA, AXIS M5526-E, PTZ, 4 PCS, #02769-024	$6,988.78 AXIS M5526-E, 60HZ PTZ CAMERA	$750.15 AXIS 53008	$3,144.00 #02769-021	$3,357.14 #02769-021	$3,100.10	$3,899.00 #02769-021
17	WALL-AND-POLE MOUNT, AXIS TQ5001-E, #02411-001	$283.75	$170.63	$114.00	$130.13	$120.04	$149.00
18	ETHERNET SURGE PROTECTOR, AXIS T8061, #5801-641	$199.80	$116.98	$79.00	$89.94	$84.06	$104.00
19	ETHERNET SURGE PROTECTOR, AXIS TU8001, #02315-001	$116.24	$74.05	$50.00	$54.99	$51.57	$64.00
20	LONG RANGE PoE EXTENDER KIT, AXIS, #01857-001	$906.60	$578.44	$389.00	$427.94	$402.53	$499.00
21	OUTDOOR PoE EXTENDER, AXIS T8129-E, #01148-001	$507.96	$320.88	$215.00	$239.92	$225.34	$279.00
22	SURVEILLANCE CARD, AXIS 1TB, #02366-001	$555.73	$353.07	$240.00	$262.24	$247.54	$309.00
23	SURVEILLANCE CARD, AXIS 1TB, #02365-001	$300.54 AXIS SURVEILLANCE CARD 512GB	$181.37	$123.00	$134.49	$126.80	$159.00
24	MIDSPAN 15 W 1-PORT, AXIS T8120	$100.30	$63.32	$43.00 #5026-204	$47.87 #5026-204	$44.55	$59.00 #5026-204
25	OUTDOOR MIDSPAN, AXIS 30 W, #01944-001	$485.21	$288.68	$193.00	$219.27	$204.72	$259.00
26	SURVEILLANCE CARD, AXIS 1TB, 10 PCS, #02366-021	$5,555.70	$3,530.73	$2,359.00	$2,621.21	$2,464.40	$3,029.00

27	SURVEILLANCE CARD, AXIS 512, 10 PCS, #02365-021	$2,848.71	$1,813.66	$1,212.00	$1,327.92	$1,263.64	$1,599.00

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: lw Buyer: 003

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
05/22/2025	5951	Police Dept	2460 Government St, Mobile, AL 36606

This bid must be received and stamped by the Purchasing office not later than: 12:00 PM, Tuesday, June 10, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
0-200	**SURVEILLANCE CAMERAS AND EQUIPMENT** The City of Mobile is requesting bids on the following **AXIS Security Cameras and equipment**. **Item 1** Midspan compact, plug-and-play media converter with PoE, 60 watt SPF MIDSPAN, AXIS T8154, Part number: 02740-004. Providing:_____ Price:_____					
0-200	**Item 2** Quad Camera, Q6010E/20MP/360/MULTISEN/IP66 Part number: 01981-001. Providing:_____ Price:_____					
0-200	**Item 3** Camera PTZ, Q6075-E/1080P/PTZ/X40/1P67 Part number: 017252-004. Providing:_____ Price:_____					
0-200	**Item 4** Wall Mount, T91G61. Part number: 5506-951. Providing:_____ Price:_____					
0-200	**Item 5** Pole Mount, T91B57, POLE MNT 100-410MM, Part number: 01470-001. Providing:_____ Price:_____					
	Page 1 of 6		TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

State delivery time within____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 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.

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 6						
0-200	**Item 6** Network Camera, AXIS M3077-PLUE, Part number: 02018-001 Providing:_____ Price:_____						
0-200	**Item 7** Dome Camera, AXIS M3086-V, Part number: 02374-001 Providing:_____ Price:_____						
0-200	**Item 8** MIC Dome Camera, AXIS M3086-V, Part number: 02832-001 Providing:_____ Price:_____						
0-200	**Item 9** Dome Camera, AXIS M3088-V, Part number: 02375-001 Providing:_____ Price:_____						
0-200	**Item 10** Dome Camera, AXIS M4216-LV, Part number: 02113-001 Providing:_____ Price:_____						
0-200	**Item 11** Dome Camera, AXIS M3126-LVE, WHITE, Part number: 02918-001 Providing:_____ Price:_____						
0-200	**Item 12** Dome Camera, AXIS M3126-LVE, BLACK, Part number: 02919-001 Providing:_____ Price:_____						
0-200	**Item 13** Bullet, AXIS M2036-LE, WHITE, Part number: 02125-001 Providing:_____ Price:_____						
				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.

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 6						
0-200	**Item 14** Bullet, AXIS M2036-LE, BLACK, Part number: 02134-001 Providing:_____Price:_____						
0-200	**Item 15** Camera, AXIS M5526-E, PTZ Providing:_____Price:_____						
0-200	**Item 16** Camera, AXIS M5526-E, PTZ, 4 PCS, Part number: 02769-024 Providing:_____Price:_____						
0-200	**Item 17** Wall-and-Pole Mount, AXIS TQ5001-E, Part number: 02411-001 Providing:_____Price:_____						
0-200	**Item 18** Ethernet Surge Protector, AXIS T8061, Part number: 5801-641 Providing:_____Price:_____						
0-200	**Item 19** Ethernet Surge Protector, AXIS TU8001, Part number: 02315-001 Providing:_____Price:_____						
0-200	**Item 20** Long Range PoE Extender Kit, AXIS, Part number: 01857-001 Providing:_____Price:_____						
0-200	**Item 21** Outdoor PoE Extender, AXIS T8129-E, Part number: 01148-001 Providing:_____Price:_____						
				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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 4 of 6					
0-200	**Item 22** Surveillance Card, AXIS 1TB, Part number: 02366-001 Providing:_____Price:_____					
0-200	**Item 23** Surveillance Card, AXIS 1TB, Part number: 02365-001 Providing:_____Price:_____					
0-200	**Item 24** Midspan 15 W 1-Port, AXIS T8120 Providing:_____Price:_____					
0-200	**Item 25** Outdoor Midspan, AXIS 30 W, Part number: 01944-001 Providing:_____Price:_____					
0-200	**Item 26** Surveillance Card, AXIS 1TB, 10 PCS, Part number: 02366-021 Providing:_____Price:_____					
0-200	**Item 27** Surveillance Card, AXIS 512, 10 PCS, Part number: 02365-021 Providing:_____Price:_____					
	No substitutions will be accepted unless the requested product has been discontinued. Provide literature and specifications for any substitutions. **Prices are to be firm and FOB Destination.** Exact quantities to be purchased cannot be determined at this time. The City intends to purchase the minimum quantity of each item (initially) upon award of this bid.					
			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.

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Page 5 of 6

Pricing to be held firm for a 3-month period.

This bid can be extended for up to eleven (11) additional three (3) month periods upon the approval of the vendor and the City of Mobile.

State estimated delivery of each item after receipt of a Purchase Order.

Delivery is expected within twenty-one (21) days ARO.

These items are needed immediately, so delivery may be a consideration in the award of this bid.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 6 of 6					

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

Be sure that the bid number is clearly marked on the outside of the envelope and that you have signed the bid!

THIS BID IS TO BE AWARDED ON AN ITEM BASIS

A SAM registration is required to bid on government contracts and to receive grants (SAM.gov).

A SAM registration is required for any entity to bid on and get paid for federal contracts or to receive federal grant funds.

List your SAM registration #_____

If you have any questions, please feel contact the Purchasing Department at purchasing@cityofmobile.org no later than noon on June 5, 2025.

			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.

Additional Terms Relating to Purchases with Federal Grant Awards

1, FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

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

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over $100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents:

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting parting in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over $100,000).

(a). 2 CFR 200 – Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

Apply these clauses only if construction bid awards over $2,000 funded by federal grants.

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or "contracts"), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: July 22, 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 Classic Paint & Body Inc for wreck damage repairs to 2025 Chevrolet Tahoe PPV SUV for Municipal Garage.

Amount of Contract:
$15,613.92

Funding Source
General fund.

ATTACHMENTS:
1. 20250714 Classic Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 22 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 Classic Paint & Body Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Classic Paint & Body Inc for wreck damage repairs to 2025 Chevrolet Tahoe PPV SUV for Municipal Garage.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $15,613.92

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement.

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

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
24004	2025	(2050) FLEET MANAGEMENT-GARAGE	WRECK DAMAGE REPAIRS TO 2025CHEVROLET TAHOE PPV SUV FOR MUNICIPAL GARAGE (PRICE BELOW BID REQUIREMENT)	$15,613.92	((294881) CLASSIC PAINT & BODY INC

Adopted:

_____
City Clerk

Bill To	Requisition 00024004-00 FY 2025
MUNICIPAL GARAGE ATTN: SEAN	PO 25008592
770 GAYLE STREET	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
CLASSIC PAINT & BODY INC	MUNICIPAL GARAGE ATTN: SEAN
P O BOX 545	770 GAYLE STREET
	MOBILE, AL 36604
WILMER, AL 36587	sean.clark@cityofmobile.org
Tel#251-649-3607	Delivery Reference
Fax 251-649-3602	D. HILL

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/05/25	294881				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	NGPO#:PR-01870			
001	00110-Wreck Repair	1.00 LOT	13695.68000	13695.68
	Additional Description Notes			
	ESTIMATE 1a810972			
1	7000.40.20.0000.0000.2070.0000.0000.45050.			13695.68
	Ship To			
	MUNICIPAL GARAGE ATTN: SEAN			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Deliver To			

Requisition Link

Requisition Total 13695.68

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45050. MOTOR POOL EXP REPAIR PARTS	13695.68	2169539.90

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

Activity	Date	Clerk	Comment

Bill To	Requisition 00024004-00 FY 2025
MUNICIPAL GARAGE ATTN: SEAN	PO 25008592
770 GAYLE STREET	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
CLASSIC PAINT & BODY INC	MUNICIPAL GARAGE ATTN: SEAN
P O BOX 545	770 GAYLE STREET
	MOBILE, AL 36604
WILMER, AL 36587	sean.clark@cityofmobile.org
Tel#251-649-3607	Delivery Reference
Fax 251-649-3602	D. HILL

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/05/25	294881				FLEET MANAGEMENT-GARAGE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	05/05/25	TRAVESIA AGEE		Auto approved by: 910519589	
	Approved	05/05/25	CHARLES SUMRALL		Approve repairs	
	Approved	05/05/25	SHONNDA SMITH			
	Approved	05/05/25	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	05/05/25	DONALD ROSE		Auto approved by: 910519540	
	Approved	05/05/25	SANDRA LEWIS		Auto approved by: 910519540	
	Approved	05/05/25	STEVEN KRONINGER			
	Approved	05/05/25	SAMANTHA COOLEY		Auto approved by: 910519540	
	Approved	05/05/25	CLAUDE BUERGER IV		Auto approved by: 910519540	
	Approved	05/05/25	ANNE FOLEY		Auto approved by: 910519540	
	Approved	05/05/25	JOHN PAINE		Auto approved by: 910519540	

Authorized By: _____ Date: _____
Signature

CITY OF MOBILE
PURCHASING DEPARTMENT
P.O. Box 1948 MOBILE, ALABAMA 36633
PHONE - (251) 208-7434
FAX - (251) 208-7430

Purchase Order

Fiscal Year 2025 Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 25008592-01

No invoice will be considered without purchase order number on the invoice. No changes, substitutions, or increase in prices without permission of the City of Mobile Purchasing Department.

BILL TO
City of Mobile
Accounts Payable
P.O. Box 389
Mobile, AL 36601

VENDOR
CLASSIC PAINT & BODY INC
P O BOX 545
WILMER, AL 36587

SHIP TO
See Shipping Information Below

Vendor Phone Number	Vendor Fax Number	Buyer Name	Requisitioner Name Department
251-649-3607	251-649-3602	STEVEN KRONINGER	WEB SERVICE USER ACCOUNT - FLEET…

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
05/05/2025	294881			FLEET MANAGEMENT-GARAGE

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	WRECK REPAIR-ASSET 76170 2020 CHEV TAHOE				
1	00110-Wreck Repair Ship To: MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 NGPO#:PR-01870	1.0	LOT	$15,613.92	$15,613.92

CHANGE ORDER

By: _____
Purchasing Agent

VENDOR COPY

PO Total **$15,613.92**

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: July 22, 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 Coastal Alabama Community College for Advanced EMT and Paramedic curriculum courses for 10 firefighters for 2025 summer semester.

Amount of Contract:
$17,498.00

Funding Source
General fund.

ATTACHMENTS:
1. 20250714 Coastal Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 22 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 Coastal Alabama Community College

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Coastal Alabama Community College for Advanced EMT and Paramedic curriculum courses for 10 firefighters for 2025 summer semester.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $17,498.00

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:

_____

_____

R E S O L U T I O N

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
27306	2025	(1510) FIRE ADMINISTRATION	CURRICULUM COURSES FOR FIREFIGHTERS FOR 2025 SUMMER SEMESTER – ADVANCED EMT,FIVE STUDENTS; PARAMEDIC 1ST SEMESTER, THREE STUDENTS; PARAMEDIC 2ND SEMSTER, ONE STUDENT; PARAMEDIC 3RD SEMESTER, ONE STUDENT (INTERGOVERNMENTAL PURCHASE, PROFESSIONAL ACADEMIC SERVICES)	$17,498.00	(299096) COASTAL ALABAMA COMMUNITY COLLEGE

Adopted:

_____

City Clerk

Bill To	Requisition 00027306-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
Coastal Alabama Community College	FIRE CENTRAL SUPPLY
1900 Highway 31 South	2851 OLD SHELL ROAD
	MOBILE, AL 36607
Bay Minette, AL 36507	RICHARDSONV@CITYOFMOBILE.ORG
Tel#2515804912	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/11/25	299096				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE			
001	TRAINING PROGRAM	1.00 EACH	1642.00000	1642.00
	Additional Description Notes			
	SUMMER 2025 (TERM:202530)			
	A02215325 BURRELL, DERRIC D.			
	CRN: 30188, 30843			
	SUBJECT: EMS			
	COURSE: 156, 155			
	PER INVOICE: S0237735			
	Vendor Item			
	Inventory Item/Loc 10646			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			1642.00
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			

Bill To	Requisition 00027306-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
Coastal Alabama Community College	FIRE CENTRAL SUPPLY
1900 Highway 31 South	2851 OLD SHELL ROAD
	MOBILE, AL 36607
Bay Minette, AL 36507	RICHARDSONV@CITYOFMOBILE.ORG
Tel#2515804912	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/11/25	299096				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
002	TRAINING PROGRAM	1.00 EACH	1642.00000	1642.00

Additional Description Notes

SUMMER 2025 (TERM:202530)
A02694009 HARRIS, DYMOND
CRN: 30188, 30843
SUBJECT: EMS
COURSE: 156, 155
PER INVOICE: S0237735
Vendor Item
Inventory Item/Loc 10646

1 1000.30.15.1510.1522.1510.0000.0000.45060. 1642.00

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	Requisition 00027306-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
Coastal Alabama Community College	FIRE CENTRAL SUPPLY
1900 Highway 31 South	2851 OLD SHELL ROAD
	MOBILE, AL 36607
Bay Minette, AL 36507	RICHARDSONV@CITYOFMOBILE.ORG
Tel#2515804912	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/11/25	299096				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
003	TRAINING PROGRAM	1.00 EACH	2803.00000	2803.00

Additional Description Notes

SUMMER 2025 (TERM:202530)
A02695312 MELERO, RUBEN S.
CRN: 30188, 30843
SUBJECT: EMS
COURSE: 156, 155
PER INVOICE: S0237735
Vendor Item
Inventory Item/Loc 10646

1 1000.30.15.1510.1522.1510.0000.0000.45060. 2803.00

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

LN	Description / Account	Qty	Unit Price	Net Price
004	TRAINING PROGRAM	1.00 EACH	1642.00000	1642.00

Additional Description Notes

Bill To	Requisition 00027306-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
Coastal Alabama Community College	FIRE CENTRAL SUPPLY
1900 Highway 31 South	2851 OLD SHELL ROAD
	MOBILE, AL 36607
Bay Minette, AL 36507	RICHARDSONV@CITYOFMOBILE.ORG
Tel#2515804912	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/11/25	299096				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	SUMMER 2025 (TERM:202530) A02370372 RAMOS ARIAS, KEVIN C. CRN: 30188, 30843 SUBJECT: EMS COURSE: 156, 155 PER INVOICE: S0237735 Vendor Item Inventory Item/Loc 10646			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			1642.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
005	TRAINING PROGRAM	1.00 EACH	1642.00000	1642.00
	Additional Description Notes SUMMER 2025 (TERM:202530) A02666153 RYE, JOSEPH L.			

Bill To	Requisition 00027306-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved Page 5

Vendor	Ship To
Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/11/25	299096				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	CRN: 30187, 30188 SUBJECT: EMS COURSE: 156, 155 PER INVOICE: SO237735 Vendor Item Inventory Item/Loc 10646			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			1642.00
	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 PROGRAM	1.00 EACH	1680.00000	1680.00
	Additional Description Notes --- SUMMER 2025 (TERM:202530) A02369122 FOUST, TRENTON T. CRN: 30195, 30196, 30197, 30198 SUBJECT: EMS COURSE: 253, 254, 255, 256			

Bill To	Requisition 00027306-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved Page 6

Vendor	Ship To
Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/11/25	299096				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	PER INVOICE: S0237735 Vendor Item Inventory Item/Loc 10646			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			1680.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
007	TRAINING PROGRAM	1.00 EACH	1533.00000	1533.00
	Additional Description Notes --- SUMMER 2025 (TERM:202530) A02570040 CINCO, ANTHONY CRN: 30464, 30465, 30466, 30467 SUBJECT: EMS COURSE: 240, 241, 257, 244 PER INVOICE: S0237735 Vendor Item Inventory Item/Loc 10646			

Bill To	Requisition 00027306-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
Coastal Alabama Community College	FIRE CENTRAL SUPPLY
1900 Highway 31 South	2851 OLD SHELL ROAD
	MOBILE, AL 36607
Bay Minette, AL 36507	RICHARDSONV@CITYOFMOBILE.ORG
Tel#2515804912	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/11/25	299096				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1510.1522.1510.0000.0000.45060.			1533.00
	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			
008	TRAINING PROGRAM	1.00 EACH	1533.00000	1533.00
	Additional Description Notes --- SUMMER 2025 (TERM:202530) A02324413 EINHAUSER, MARTIN CRN: 30464, 30465, 30466, 30467 SUBJECT: EMS COURSE: 240, 241, 257, 244 PER INVOICE: S0237735 Vendor Item Inventory Item/Loc 10646			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			1533.00

Bill To	Requisition 00027306-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved Page 8

Vendor	Ship To
Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/11/25	299096				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			
009	TRAINING PROGRAM	1.00 EACH	1533.00000	1533.00
	Additional Description Notes --- SUMMER 2025 (TERM:202530) A02649084 SMITH, FERNANDO CRN: 30464, 30465, 30466, 30467 SUBJECT: EMS COURSE: 240, 241, 257, 244 PER INVOICE: S0237735 Vendor Item Inventory Item/Loc 10646			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			1533.00

Bill To	Requisition 00027306-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 9

Vendor	Ship To
Coastal Alabama Community College	FIRE CENTRAL SUPPLY
1900 Highway 31 South	2851 OLD SHELL ROAD
	MOBILE, AL 36607
Bay Minette, AL 36507	RICHARDSONV@CITYOFMOBILE.ORG
Tel#2515804912	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/11/25	299096				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			
010	TRAINING PROGRAM	1.00 EACH	1848.00000	1848.00
	Additional Description Notes --- SUMMER 2025 (TERM:202530) A02570037 ROBBINS, CHAD CRN: 30191, 30192, 30193, 30194 SUBJECT: EMS COURSE: 245, 246, 247, 248 PER INVOICE: S0237735 Vendor Item Inventory Item/Loc 10646			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			1848.00

Bill To	Requisition 00027306-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 10

Vendor	Ship To
Coastal Alabama Community College	FIRE CENTRAL SUPPLY
1900 Highway 31 South	2851 OLD SHELL ROAD
	MOBILE, AL 36607
Bay Minette, AL 36507	RICHARDSONV@CITYOFMOBILE.ORG
Tel#2515804912	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/11/25	299096				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 17498.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.45060.	17498.00	1261797.03
FIRE SUPPRESSION DIV EXP TRAINING		

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

Activity	Date	Clerk	Comment
Unknown	07/14/25	SANDRA LEWIS	
Approved	07/14/25	DONALD ROSE	Auto approved by: 910518227
Approved	07/14/25	SANDRA LEWIS	
Approved	07/14/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	07/14/25	JOHNNIE HARRUB	Auto approved by: 910518227
Approved	07/14/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	07/14/25	ANNE FOLEY	Auto approved by: 910518227

Bill To	Requisition 00027306-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 11

Vendor	Ship To
Coastal Alabama Community College	FIRE CENTRAL SUPPLY
1900 Highway 31 South	2851 OLD SHELL ROAD
	MOBILE, AL 36607
Bay Minette, AL 36507	RICHARDSONV@CITYOFMOBILE.ORG
Tel#2515804912	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/11/25	299096				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 07/14/25 JOHN PAINE		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: July 22, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase orders to Dana Safety Supply Ind for 45 patrol package vehicle upfits and 30 admin package vehicle upfits for 2025 Chevrolet Tahoe PPVs for MPD.

Amount of Contract:
$885,923.55

Funding Source
General fund.

ATTACHMENTS:
1. 20250714 Dana Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 22 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 Dana Safety Supply Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase orders to Dana Safety Supply Ind for 45 patrol package vehicle upfits and 30 admin package vehicle upfits for 2025 Chevrolet Tahoe PPVs for MPD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $885,923.55

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:

R E S O L U T I O N

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:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
24673, 24737	2025	(F7000) MOTOR POOL	45 PATROL PACKAGE AND 30 ADMIN PACKAGE VEHICLE UPFITS FOR 2025 CHEVROLET TAHOE SUVS FOR MPD (AL STATE CONTRACT)	$885,923.55	(290980) DANA SAFETY SUPPLY INC

Adopted:

_____
City Clerk

Bill To	Requisition 00024673-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: Status: Released Page 1

Vendor	Ship To
DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	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
07/10/25	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	UPFITTING AS SPECIFIED: POLICE PATROL PACKAGE FOR CHEVROLET TAHOE 4 DOOR SUVs AS PER DANA SAFETY QUOTE 564324-1 DATED 5-9-2025 AND STATE OF ALABAMA CONTRACT MA2300004209. Additional Description Notes --- UPFITTING AS SPECIFIED: POLICE PATROL PACKAGE FOR CHEVROLET TAHOE 4 DOOR SUVs AS REQUESTED BY 1530-POLICE DEPT.	45.00 EACH	14309.71000	643936.95
1	1000.30.15.1530.1530.1530.0000.0000.45040.			643936.95

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 643936.95

Bill To	Requisition 00024673-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
4809 KOGER BLVD	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27407	AGEET@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	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
07/10/25	290980				MOTOR POOL

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.45040.	643936.95	5670313.59

POLICE ADMIN SERVICES EXP MOTOR POOL BUDGET RATE

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

Activity	Date	Clerk	Comment
Forward	06/06/25	CLAUDE BUERGER IV	Automatic Forward to 910520668
Rejected	07/09/25	JOHN PAINE	please adjust as per earlier e
Queued	07/11/25	MATTHEW ANDERSON	please adjust as per earlier e
Queued	07/11/25	SHONNDA SMITH	please adjust as per earlier e
Queued	07/11/25	CHERI BOUCHER	please adjust as per earlier e
Pending		DONALD ROSE	please adjust as per earlier e
Pending		SANDRA LEWIS	please adjust as per earlier e
Pending		STEVEN KRONINGER	please adjust as per earlier e
Pending		JOHNNIE HARRUB	please adjust as per earlier e
Pending		SAMANTHA COOLEY	please adjust as per earlier e
Pending		ANNE FOLEY	please adjust as per earlier e
Pending		JOHN PAINE	please adjust as per earlier e

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00024737-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	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
07/10/25	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	UPFITTING FOR ADMIN BUILD 2025 CHEVY TAHOE UPFITTING TO BE AS PER DANA SAFETY QUOTE 577358-A DATED 5-9-2025 AND STATE OF ALABAMA CONTRACT MA23000004209	30.00 EACH	8066.22000	241986.60
	1 1000.30.15.1530.1530.1530.0000.0000.45040.			241986.60

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 241986.60

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

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.45040. POLICE ADMIN SERVICES EXP MOTOR POOL BUDGET RATE	241986.60	5670313.59

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

Bill To	Requisition 00024737-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
4809 KOGER BLVD	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27407	AGEET@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	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
07/10/25	290980				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Activity	Date	Clerk	Comment		
	Approved	07/10/25	MATTHEW ANDERSON	Auto approved by: 910518244		
	Approved	07/10/25	SHONNDA SMITH			
	Approved	07/10/25	CHERI BOUCHER	Auto approved by: 910518244		
	Forward	06/06/25	CLAUDE BUERGER IV	Automatic Forward to 910520668		
	Rejected	07/09/25	JOHN PAINE	please adjust as per earlier e		
	Approved	07/11/25	DONALD ROSE	Auto approved by: 9105paij		
	Approved	07/11/25	SANDRA LEWIS	Auto approved by: 9105paij		
	Approved	07/11/25	STEVEN KRONINGER	Auto approved by: 9105paij		
	Approved	07/11/25	JOHNNIE HARRUB	Auto approved by: 9105paij		
	Approved	07/11/25	SAMANTHA COOLEY	Auto approved by: 9105paij		
	Approved	07/11/25	ANNE FOLEY	Auto approved by: 9105paij		
	Approved	07/11/25	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Statewide Emergency Lighting - Dana Safety

Type
Master Agreement

Supplier
Dana Safety Supply, Inc

Contract Code
MA230000004209

Linked Solicitation
Emergency Lighting, Consoles, Guards & Vaults Bid

Sourcing Number
SRC0000016881

Contact Information

Contract Responsible

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

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Mark	Sevigny	bids@danasafetysupply.com	813-348-4866

1 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
9/7/2023

End Date
9/6/2025

Documents

- Master_Agreement_V1.pdf
- State of Alabama Emergency Lighting Contract Executive Summary.pdf

Items

Item Name	Product Code		UOM
Code 3 Emergency Lighting	1	0.00	USD
Code 3 Emergency Lighting	2	68.75	Hour
Code 3 Emergency Lighting Shop Supplies	3	0.00	USD
Feniex Emergency Lighting	7	0.00	USD
Feniex Emergency Lighting Labor Rate	8	68.75	Hour
Feniex Lighting Shop Supplies	9	0.00	USD
Go-Rhino Emergency Lighting	10	0.00	USD
Go-Rhino Emergency Lighting Labor Rate	11	68.75	Hour
Go-Rhino Lighting Shop Supplies	12	0.00	USD
Havis Emergency Lighting	13	0.00	USD
Havis Emergency Lighting Labor Rate	14	68.75	Hour
Havis Lighting Shop Supplies	15	0.00	USD
Pro-Gard Emergency Lighting	16	0.00	USD
Pro-Gard Emergency Lighting Labor Rate	17	68.75	Hour
Pro-Gard Lighting Shop Supplies	18	0.00	USD
Soundoff Signal Emergency Lighting	19	0.00	USD
Soundoff Signal Lighting Labor Rate	20	68.75	Hour
Soundoff Signal Lighting Shop Supplies	21	0.00	USD
Star Signal Emergency Lighting	22	0.00	USD

Item Name	Product Code		UOM
Star Signal Lighting Labor Rate	23	68.75	Hour
Star Signal Lighting Shop Supplies	24	0.00	USD
Gamber Johnson Products	31	0.00	USD
Gamber Johnson Labor Rate	32	68.75	Hour
Gamber Johnson Shop Supplies	33	0.00	USD
Westin Products	34	0.00	USD
Westin Labor Rate	35	68.75	Hour
Westin Shop Supplies	36	0.00	USD
Jotto Desk Products	37	0.00	USD
Jotto Desk Labor Rate	38	68.75	Hour
Jotto Desk Shop Supplies	39	0.00	USD
Shipping/Freight	43	0.00	USD

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: July 22, 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 IVM Solutions LLC for two herbicide treatment applications on selected drainage canals and ditches for Public Services.

Amount of Contract:
$98,994.77

Funding Source
General fund.

ATTACHMENTS:
1. 20250714 IVM Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 22 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 IVM Solutions LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to IVM Solutions LLC for two herbicide treatment applications on selected drainage canals and ditches for Public Services.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $98,994.77

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 5935

How many bidders received bid packages (if applicable): 28 + web

How many bidders submitted bids (if applicable): 4

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

R E S O L U T I O N

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
26891	2025	(2086F) FLOOD CONTROL	TWO HERBICIDE TREATMENT APPLICATIONS ON SELECTED DRAINAGE CANALS AND DITCHES FOR PUBLIC SERVICES (SEALED BID 5935)	$98,994.77	(299669) IVM SOLUTIONS LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00026891-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2086.2070.0000.0000.42155.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer:
	Status: Approved Page 1

Vendor
IVM SOLUTIONS LLC
2458 LEE ROAD 88

WAVERLY, AL 36879

Tel#5016559636

Ship To
PUB WORKS-FLOOD CONTROL
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-FLOOD CONTROL
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/25	299669				FLOOD CONTROL

LN	Description / Account	Qty	Unit Price	Net Price
001	HERBICIDE TREATMENT - DRAINAGE CHANNELS AND DITCHES THIS IS FOR 2 SPRAYINGS OF DRAINAGE CANALS AND DITCHES, ONE IN JULY 2025 AND ANOTHER IN LATE AUGUST 2025 TO BE DONE AT THE DIRECTION OF THE PUBLIC SEVICES DEPARTMENT. PRICE PER SPRAYING IS $49,497.385 PER TIME. AS PER CITY OF MOBILE BID #5935 AND YOUR QUOTE	2.00 EA	49497.38500	98994.77
1	1000.40.20.2070.2086.2070.0000.0000.42155.			98994.77

Ship To
PUB WORKS-FLOOD CONTROL
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-FLOOD CONTROL
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Requisition Link

Requisition Total 98994.77

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

Account	Amount	Remaining Budget

Bill To	Requisition 00026891-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor
IVM SOLUTIONS LLC
2458 LEE ROAD 88

WAVERLY, AL 36879

Tel#5016559636

Ship To
PUB WORKS-FLOOD CONTROL
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-FLOOD CONTROL
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/25	299669				FLOOD CONTROL

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.42155.	98994.77	2525680.90
PUBLIC SERVICE MAINTENANCE EXP DITCH MAINTENANCE		

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

Activity	Date	Clerk	Comment
Approved	07/03/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	07/03/25	SHONNDA SMITH	
Approved	07/03/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	07/11/25	DONALD ROSE	Auto approved by: 9105paij
Approved	07/11/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	07/11/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	07/11/25	JOHNNIE HARRUB	Auto approved by: 9105paij
Approved	07/11/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	07/11/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	07/11/25	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5935

HERBICIDE TREATMENT OF BATES FIELD LANDFILL AND DRAINAGE CHANNELS

VENDOR	DITCHES/ DETENTION BASINS	BATES FIELD LANDFIELD
OPTERRA SOLUTIONS	$149,435.00	$9,100.00
IVM SOLUTIONS	$98,994.77	$13,569.08
CHEMPRO	$106,800.00	$3,050.00
INVASIVE MANAGEMENT SOLUTIONS	$143,000.00	$6,250.00

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
03/11/2025	5935	PUBLIC WORKS	As Directed

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, March 28, 2025

QUANTITY	ARTICLES (Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.)	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	HERBICIDE TREATMENT OF BATES FIELD LANDFILL AND DRAINAGE CHANNELS					

The City of Mobile is seeking bids on City of Mobile as per the following and attached specifications.

Vendors shall provide the full cost of a complete Herbicide Treatment as specified below.

The City defines Herbicide Treatment as an application to remove undesirable weeds and to encourage the establishment of desireable low growing vegetation, unless the City notifies the contractor otherwise. The City has the right to tell Vendors when to change the spraying based upon weather conditions.

The City's desire is to have all areas treated (1 cycle) once in June and once starting in the third week of August and to be completed by the end of the third week of September, unless the City notifies the contractor otherwise.

There is no guarantee on the number of cycles to be completed.

Since weather has a significant impact on growth, optimum cycle times will be determined by the City of Mobile.

In the event that weather, rain, etc., disrupts the schedule, weather records should be noted on the contractor's submitted schedule of completed spraying cycles to explain any variances in spraying cycle times; payment shall not be made for a missed operation.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 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.

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

If a contractor is unable to fulfill obligations of the contract on any of their awarded areas, all of the areas awarded to them will be terminated. The City is the sole determiner of whether the vendor is operating at the capacity required.

This bid will be awarded on a group basis.

At the option of the City of Mobile and the successful Vendor(s), the award of this bid may be extended for two (2) additional years (Spraying Seasons). If extended, the terms, conditions and pricing shall not change. The City reserves the right to extend some, all, or none of the Herbicide Treatment awards for a second or third year.

The City is interested in starting the Herbicide program in June, therefore Vendors must be properly qualified to do business with the City of Mobile. Vendors shall provide with this bid the following:

-Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register.

-Their City of Mobile Business License Number.

-Their registration with the E-Verify Program, Federal and State.

-Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.

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 two (2) days of notification: YES_____NO_____

Contractors who bid must show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand as well as what resources will be added prior to the work beginning.

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.

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

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.

Vendors will be required to sign a service contract once a Vendor has been determined to be low and meet specifications provided they have the above required items. A blank copy of the Service Contract is included in this bid package. This Contract does not need to be signed or returned with this Bid.

If a contractor fails to meet performance requirements after award of bid, the City could/may have the vendor's entire award and contract cancelled.

The City has the right to tell the contractor when to begin a Herbicide application. The City has the right to tell a Vendor when not to execute an application due to dry weather/drought, slowing of the growing season or funding.

City of Mobile provides a link to maps of the ditches and landfill.

City will make payment after a cycle has been completed and job location inspected. City will not begin payment process until cycle is completed and inspected.

Inspection to take place no earlier than 21 days after completion. Invoice may be issued after completion, however, no payment will be made until completion of inspection.

When a Vendor submits their bill for a completed cycle, Vendor shall also include the following:

The Daily Pesticide/Herbicide Application sheet for each of the ditches in the bill being submitted. (see attached)

A bid bond is not required.

All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to **12:01 PM, Friday, March 28, 2025.**

Any bids delivered after **12:01 PM** 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.

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to the **12:01 PM, Friday, March 28, 2025,** date for the bid.

Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.

Pricing for this bid to be good for the current season to **December 31, 2025.**

For questions about this bid submit your questions by e-mail to purchasing@cityofmobile.org.

Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, can not bid, hold City contract, or provide goods and services to the City of Mobile.

Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bid. Look under **BID #5935.**

It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications

This is a sealed bid; your response must be in a sealed envelope that has the **BID #5935** on the outside **and/or** the date and time of the bid opening: **12:01 PM, Friday, March 28, 2025.**

Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.

The City reserves the right to award some, all, or none of the bids received on this bid.

This bid is being awarded for one (1) year period (Spraying Season). At the option of the City of Mobile and the successful Vendor(s), the City may extend the award of this bid for two (2) additional years (Spraying Seasons). If extended, the terms, conditions, and pricing shall not change. The City reserves the right to extend all or none of the Herbicide awards for a second or third year.

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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 5 of 5					

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.

Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or 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 ON AN ITEM OR GROUP 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

Price to do one (1) year of all City drainage ditches and detention basins.

$ _____

Price to do one (1) spraying of Bates Field Landfill.

$_____

City of Mobile
Herbicide Treatment of Bates Field Landfill

Scope of Work:

Bates Landfill
This contract is for the purpose of herbicide treatments at the Bates Field Landfill to eliminate all broadleaves and vegetation, including reeds and bamboo, that may penetrate the landfill cap and establish a full cover of grass to prevent erosion.

For areas that include rip rap, the contractor is required to control all vegetation with a non-selective herbicide.

The contractor should be aware that the terrain at the landfill varies and some areas may be uneven and rugged.

If necessary, mowing at landfill may be done in July/August and will be done via a separate contract or by City personnel.

Treatments:

- There shall be two treatments per year, the first starting the first full week in May and the second starting the third full week in August. Treatments must be completed within four weeks or 28 calendar days from the starting date.
- In the event that treatments are delayed due to weather, records shall be kept and presented to justify not finishing within 28 days, excluding any follow up treatments that may be required. Rain may justify a delayed treatment, but the contractor is expected to have the appropriate equipment to allow them to enter muddy or boggy areas that may result from rainfall. Treatments exceeding the four week completion period, not withstanding days where documented rainfall justifies a delay, are subject to a 1% penalty per day of the treatment price
- If after inspection it is determined that 95% of all target vegetation has not been adequately controlled due to omission or inadequate herbicide activity, a follow up treatment may be required. The contractor may request a joint inspection of treated areas to discuss where follow up treatments are necessary. Follow up treatments must be completed within two weeks of notification that a follow up treatment is necessary and/or the joint inspection. Rain may justify a delayed follow up treatment if documented. Subsequent retreatments may be necessary until target vegetation is adequately controlled. Payment may be delayed until follow up treatment effectiveness has been verified. If required, follow up treatments are considered a part of the bid price. These re-treatments will not be limited to frequency, timing and/or area until the target vegetation is adequately controlled.

Qualifications:

- In order to bid, the firm submitting the bid must have at least five years experience in vegetation management, including:
    - Work history similar to the scope of work required in this bid must be submitted with the bid
    - In addition to the summary of work history, at least 3 references must be included with bid
- This contract may not be sub-contracted to another company. The work must be performed by the contractor that is awarded the bid.
- The bidding firm must submit a list of the equipment that they possess that they intend to use to fulfill the terms of the contract; or they must show intent to purchase the necessary equipment required to fulfill the contract specifications.
- The bidding firm must possess all necessary licenses to be able to spray herbicides
- The following licenses/permits are required:
    - *State of Alabama General Contractor's License for Herbicide Application (required by Ala. Code 34-8-1 (1975)*
    - *State of Alabama Contractor's License for Herbicide Application (required by Ala. Code 34-8-1, et. seq. (1975)*
    - *Alabama Department of Agriculture and Industries Professional Services Permit (required by Ala. Code 2-27-2 (1975)*
    - *Commercial Pesticide Applicator Certification for Rights of Way*
    - *Someone possessing a State of Alabama Commercial Pesticide Applicator certified in Rights of Way must be on site at all times when applications are being made*

Herbicides and Surfactants:

- Herbicide choices are not dictated, but a treatment plan must be submitted with the bid and the herbicides and their intended rate of application listed must be pre-approved
- The City will review all treatment plans submitted with the bid. Treatment plans the City deems to be ineffective, inadequate, unsafe, or unfeasible may be disapproved and the corresponding bid rejected. Such review and decision will be the sole discretion of the City.
- The contractor may not use restricted use herbicides
- In addition to the herbicide name, a label and SDS, along with the application rate and the target vegetation must be submitted for approval
- The method of application, including equipment and personnel to be used, should be submitted with the bid
- An inspection of the listed equipment may be requested
- It shall be noted if more than one herbicide is to be used in combination with others

- Surfactants must also be submitted for approval
- Herbicide approval is contingent upon it being appropriately labeled for the specified use
- The contractor must comply with all pesticide application requirements as set forth on the label as well as those requirements from the Alabama Department of Agriculture and Commerce, Division of Plant Industries and the Federal Environmental Protection Agency
- Contractor must wear all required PPE and follow label instructions
- A copy of the MSDS sheet and label must be present whenever the herbicide is being used
- A Daily Pesticide Application Sheet must be kept and submitted upon completion of each cycle and upon request

Miscellaneous:

- Contractor shall have a designated contact and an alternate who is available during work hours; City shall do the same
- Contractor shall notify the designated City contact(s) using e-mail or text message when starting and completing a cycle. Phone calls or voice mail is insufficient. An inspection will not be performed until the City is properly notified, potentially allowing vegetation to grow, which would require the contractor to revisit the site before payment is released.
- When treating the landfill it will be necessary to notify the Mobile Airport Authority to gain access to the property
- This contract is for one season with the option to renew the contract for two additional seasons
- City may inspect job site at any time
- Work may be performed during daylight hours (dawn to dusk)
- Contractor shall not use equipment on wet or sloped areas that will cause rutting or damage to the existing vegetation that may lead to erosion
- Contract employees shall be courteous to the public at all times
- Equipment operators shall yield to pedestrians and, when crossing roads, avoid disrupting vehicular activity
- Contract employees shall be neat and well groomed and shall wear identifiable uniforms
- Tree pruning shall remain the responsibility of the City
- Contractor shall immediately report any problems such as broken or missing storm drain covers, etc.
- Contractor shall not trespass on private property

- Contractor must be capable of spraying in potentially wet, muddy areas and be prepared to demonstrate how they plan to accomplish this

Safety:

- Contractor shall comply with all applicable OSHA and ADEM rules and regulations.
- Contractor shall have an appropriate Commercial Pesticide Applicators License; all regulations governing pesticide application shall be adhered to; applicator must have the appropriate license or be present during the application; pesticide applicators license information must be on site during the treatments
- Contractor shall post notices of herbicide application and re-entry periods if required by regulations
- Contractor shall provide effective safety training to employees.
- Contractor shall designate a competent person at each work site who has the responsibility and authority to stop work until all safety conditions are met.
- All equipment guards must be in place
- Equipment must be properly maintained and free of leaks
- Contractor to take all reasonable precautions to ensure the safety and protection of property, vehicles, and pedestrians; the contractor shall be liable for any and all damage or injuries resulting from their work.
- The City has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken
- Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall immediately notify City in the event of a spill
- Repeated failure to comply with safety issues may result in contract termination.
- Contractor shall notify the City of Mobile of any incidents reported to them.

Payment:

- When a cycle is completed the contractor shall notify the City that it is ready for inspection and submit an invoice
- Daily Pesticide Application Sheets must be submitted with the invoice; failure to do so may result in non-payment
- If, after inspection, it is concluded that the target vegetation was effectively treated the invoice will be submitted to the Accounting Department for payment

- If any follow up treatments are necessary, the contractor will be notified. The contractor is required to complete the follow up treatments within two weeks. When the follow up treatments are completed the contractor will again notify the City and another inspection will be done when the herbicide(s) have had a chance to have an effect on the target vegetation. If, after the second inspection, it is concluded that the target vegetation was effectively treated the invoice will be submitted to the Accounting Department for payment.
- Payment will not be approved until the target vegetation has been effectively treated

City of Mobile
Herbicide Treatment of Drainage Canals

Scope of Work:

This contract is for the purpose of vegetation management on designated drainage canals within the City of Mobile. The intent of herbicide treatments is to facilitate water flow by eliminating vegetation that may impede the flow of water while also maintaining the integrity of the banks by permitting low growing vegetation to establish and prevent erosion.

On terrestrial areas the contractor is required to apply herbicides to selectively control all woody vegetation that exceeds or could potentially exceed four feet in height, including trees, brush, cane, bamboo, reeds and invasive species. The vegetation that should remain after treatment includes annuals, perennials and grasses.

In aquatic zones, which includes from the edge of the water at each bank and any vegetated points in between, including those areas that may have developed due to siltation or shallow water, the contractor is required to control all emerged vegetation with a non-selective herbicide.

For areas that include rip rap, gabion baskets, and concrete sides and walls, the contractor is required to control all vegetation with a non-selective herbicide.

Terrestrial areas on drainage canals shall be treated from water's edge to the outside of the banks a minimum of 10 ft. from the top of the ditch or to the edge of the right of way, as appropriate and cleared.

It is the contractors responsibility to visit the included list of canals prior to bidding. Many are lengthy and some areas may be difficult to access with equipment. All are in an aquatic environment that may be wet or muddy and difficult to access with equipment.

Treatments:

- There shall be two treatments per year, the first starting the first full week in May and the second starting the third full week in August. Treatments must be completed within four weeks or 28 calendar days from the starting date.
- In the event that treatments are delayed due to weather, records shall be kept and presented to justify not finishing within 28 days, excluding any follow up treatments that may be required. Rain may justify a delayed treatment, but the contractor is expected to have the appropriate equipment to allow them to enter muddy or boggy areas that may result from rainfall. Treatments exceeding the four week completion period, not withstanding days where documented rainfall justifies a delay, are subject to a 1% penalty per day of the treatment price (treatment of all drainage canals and/or the landfill).

- If after inspection it is determined that 95% of all target vegetation has not been adequately controlled due to omission or inadequate herbicide activity, a follow up treatment may be required. The contractor may request a joint inspection of treated areas to discuss where follow up treatments are necessary. Follow up treatments must be completed within two weeks of notification that a follow up treatment is necessary and/or the joint inspection. Rain may justify a delayed follow up treatment if documented. Subsequent retreatments may be necessary until target vegetation is adequately controlled. Payment may be delayed until follow up treatment effectiveness has been verified. If required, follow up treatments are considered a part of the bid price. These re-treatments will not be limited to frequency, timing and/or area until the target vegetation is adequately controlled.

Qualifications:

- In order to bid, the firm submitting the bid must have at least five years experience in vegetation management, including:
  - Work history with treating drainage canals and aquatic areas similar to the scope of work required in this bid must be submitted with the bid
  - In addition to the summary of work history, at least 3 references must be included with bid
- This contract may not be sub-contracted to another company. The work must be performed by the contractor that is awarded the bid.
- The bidding firm must submit a list of the equipment that they possess that they intend to use to fulfill the terms of the contract; or they must show intent to purchase the necessary equipment required to fulfill the contract specifications.
- The bidding firm must possess all necessary licenses to be able to spray herbicides
- The following licenses/permits are required:
  - *State of Alabama General Contractor's License for Herbicide Application (required by Ala. Code 34-8-1 (1975)*
  - *State of Alabama Contractor's License for Herbicide Application (required by Ala. Code 34-8-1, et. seq. (1975)*
  - *Alabama Department of Agriculture and Industries Professional Services Permit (required by Ala. Code 2-27-2 (1975)*
  - *Commercial Pesticide Applicator Certification for Rights of Way and Aquatic for each applicator*
  - *Someone possessing a State of Alabama Commercial Pesticide Applicator certified in Rights of Way and Aquatic categories must be on site at all times when applications are being made*

Herbicides and Surfactants:

- Herbicide choices are not dictated, but a treatment plan must be submitted with the bid and the herbicides and their intended rate of application listed must be pre-approved

- The City will review all treatment plans submitted with the bid. Treatment plans the City deems to be ineffective, inadequate, unsafe, or unfeasible may be disapproved and the corresponding bid rejected. Such review and decision will be the sole discretion of the City.
- The contractor may not use restricted use herbicides
- In addition to the herbicide name, a label and SDS, along with the application rate and the target vegetation must be submitted for approval
- The method of application, including equipment and personnel to be used, should be submitted with the bid
- An inspection of the listed equipment may be requested
- It shall be noted if more than one herbicide is to be used in combination with others
- Surfactants must also be submitted for approval
- Herbicide approval is contingent upon it being appropriately labeled for the specified use
- The contractor must comply with all pesticide application requirements as set forth on the label as well as those requirements from the Alabama Department of Agriculture and Commerce, Division of Plant Industries and the Federal Environmental Protection Agency
- Contractor must wear all required PPE and follow label instructions
- A copy of the MSDS sheet and label must be present whenever the herbicide is being used
- A Daily Pesticide Application Sheet must be kept and submitted upon completion of each cycle and upon request

Miscellaneous:

- Contractor shall have a designated contact and an alternate who is available during work hours; City shall do the same
- Contractor shall notify the designated City contact(s) using e-mail or text message when starting and completing each drainage canal. Phone calls or voice mail is insufficient. An inspection will not be performed until the City is properly notified, potentially allowing vegetation to grow, which would require the contractor to revisit the site before payment is released.
- This contract is for one season with the option to renew the contract for two additional seasons
- City may inspect job site at any time
- Work may be performed during daylight hours (dawn to dusk)
- Contractor shall not use equipment on wet or sloped areas that will cause rutting or damage to the existing vegetation that may lead to erosion

- Equipment operators shall yield to pedestrians and, when crossing roads, avoid disrupting vehicular activity
- Contract employees shall be neat and well groomed and shall wear identifiable uniforms
- Contract employees shall be courteous to the public at all times
- Tree pruning shall remain the responsibility of the City
- Contractor shall immediately report any problems such as broken or missing storm drain covers, etc.
- Contractor shall not trespass on private property
- Contractor must be capable of spraying in potentially wet, muddy or aquatic areas and be prepared to demonstrate how they plan to accomplish this

Safety:

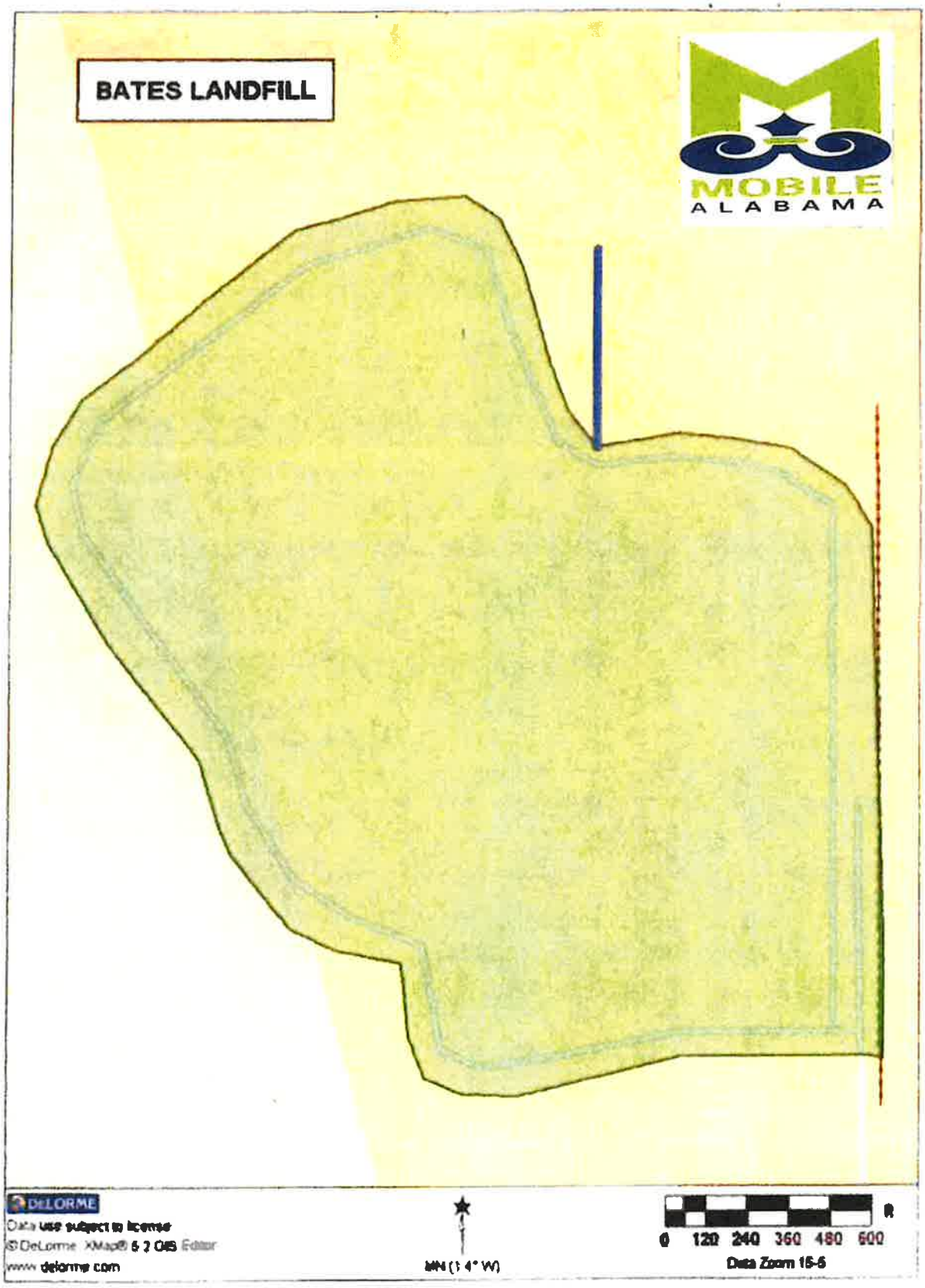
- Contractor shall comply with all applicable OSHA and ADEM rules and regulations.
- Contractor shall have an appropriate (right of ways and aquatics) Commercial Pesticide Applicators License; all regulations governing pesticide application shall be adhered to; applicator must have the appropriate license or be present during the application; pesticide applicators license information must be on site during the treatments
- Contractor shall post notices of herbicide application and re-entry periods if required by regulations
- Contractor shall provide effective safety training to employees.
- Contractor shall designate a competent person at each work site who has the responsibility and authority to stop work until all safety conditions are met.
- Contractor shall adhere to the requirement contained in the Manual on Uniform Traffic Control Devices. Some examples of which include:
    - Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class – II or Class III as required by the MUTCD for the type of traffic hazard.
    - Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, ATV's or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.

    - Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.
- All equipment guards must be in place
- Equipment must be properly maintained and free of leaks
- Contractor to take all reasonable precautions to ensure the safety and protection of property, vehicles, and pedestrians; the contractor shall be liable for any and all damage or injuries resulting from their work.
- The City has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken
- Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall immediately notify City in the event of a spill
- Repeated failure to comply with safety issues may result in contract termination.
- Contractor shall notify the City of Mobile of any incidents reported to them.

Payment:

- When a cycle is completed the contractor shall notify the City that it is ready for inspection and submit an invoice
- Daily Pesticide Application Sheets must be submitted with the invoice; failure to do so may result in non-payment
- If, after inspection, it is concluded that the target vegetation was effectively treated the invoice will be submitted to the Accounting Department for payment
- If any follow up treatments are necessary, the contractor will be notified. The contractor is required to complete the follow up treatments within two weeks. When the follow up treatments are completed the contractor will again notify the City and another inspection will be done when the herbicide(s) have had a chance to have an effect on the target vegetation. If, after the second inspection, it is concluded that the target vegetation was effectively treated the invoice will be submitted to the Accounting Department for payment.
- Payment will not be approved until the target vegetation has been effectively treated

Daily Pesticide Application Sheet											
Name of Property	Date	Time	Chemical Name	EPA Registration Number	Rain at all Imminent? Y or N	Wind	Within 25 ft. of Storm Drain?	Rate	Mixed Amount Used Liquid (in gallons)	Mixed Amount Used Dry (in pounds)	Name of Applicator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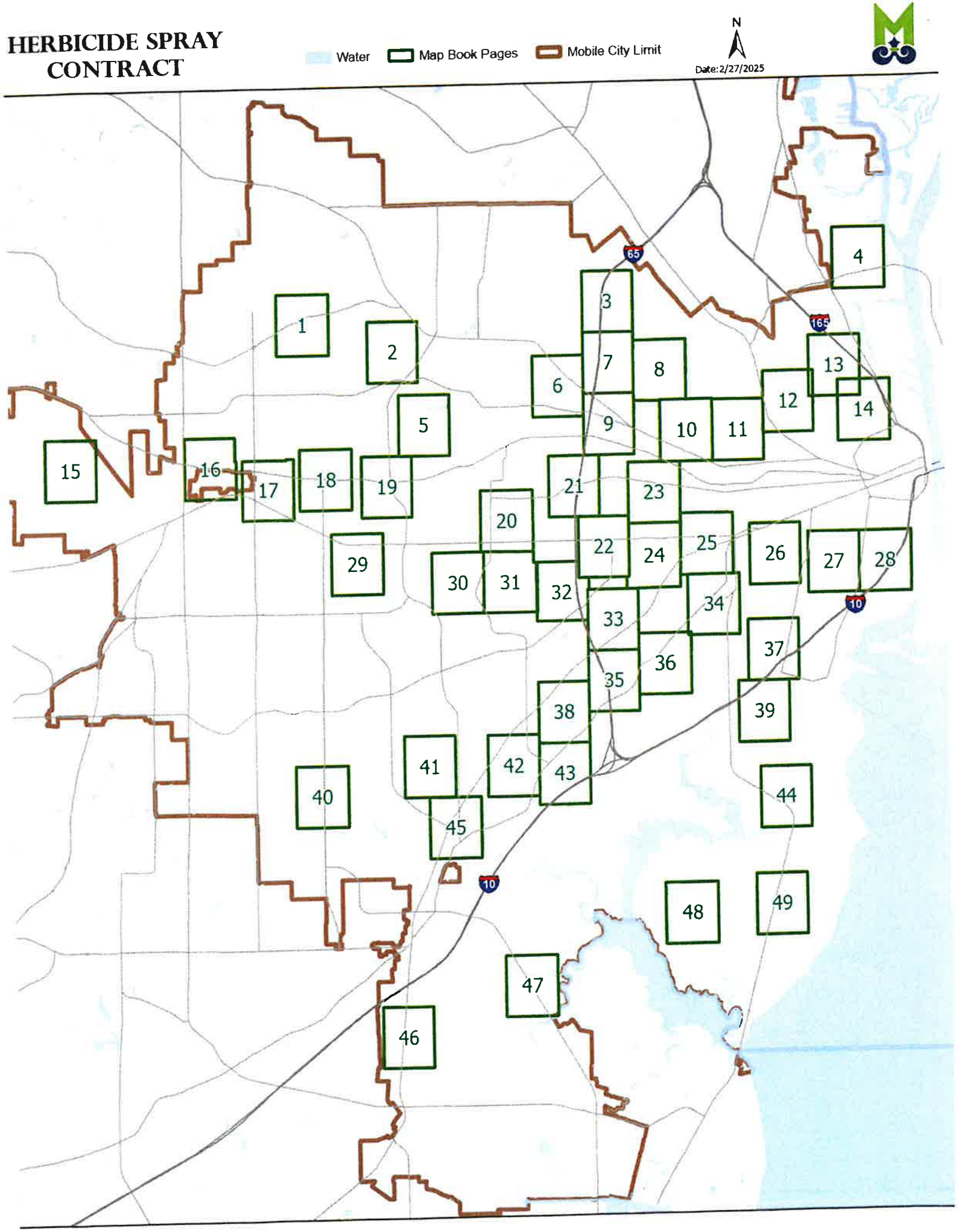
MAPS OF EACH DRAINAGE CHANNEL/AREA ARE VIEWABLE AT THE FOLLOWING LINK:

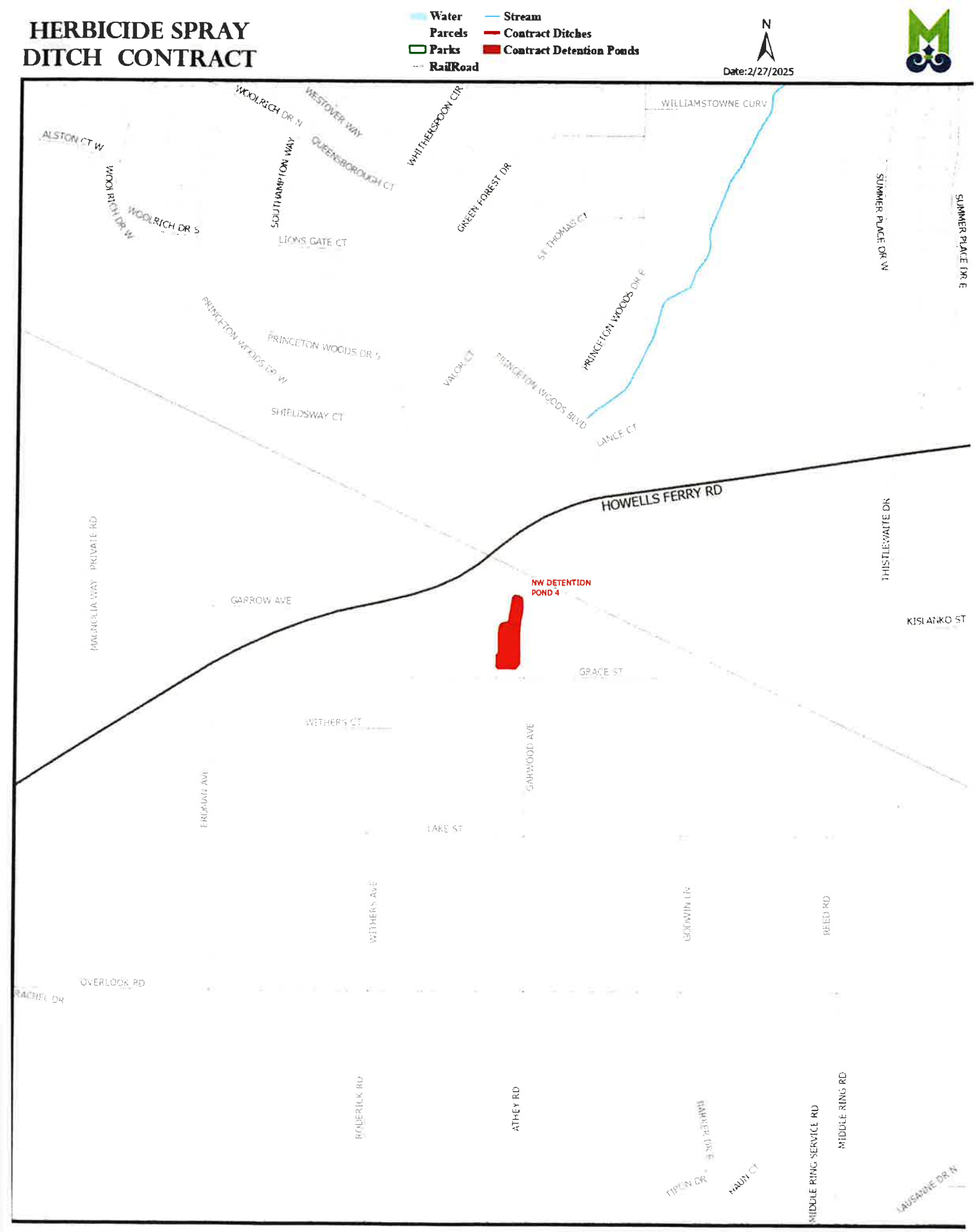
Click on following or paste to your computer search

https://cityofmobile.maps.arcgis.com/home/item.html?id=6b56243fb1f74163aa24630ffe21a7b6

HERBICIDE SPRAY CONTRACT



HERBICIDE SPRAY DITCH CONTRACT



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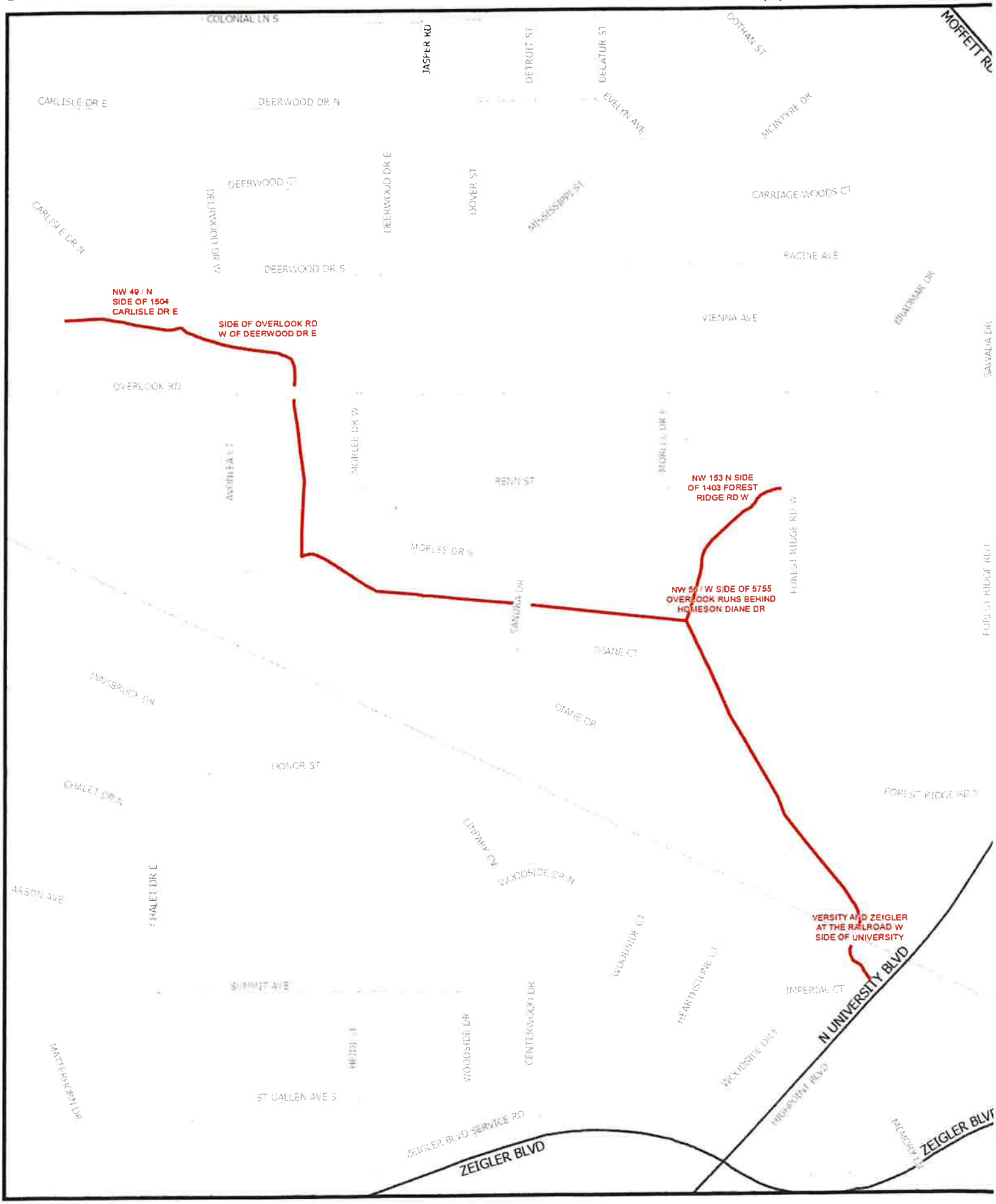
HERBICIDE SPRAY DITCH CONTRACT

Water
Parcels
Parks
RailRoad
Stream
Contract Ditches
Contract Detention Ponds

N

Date:2/27/2025



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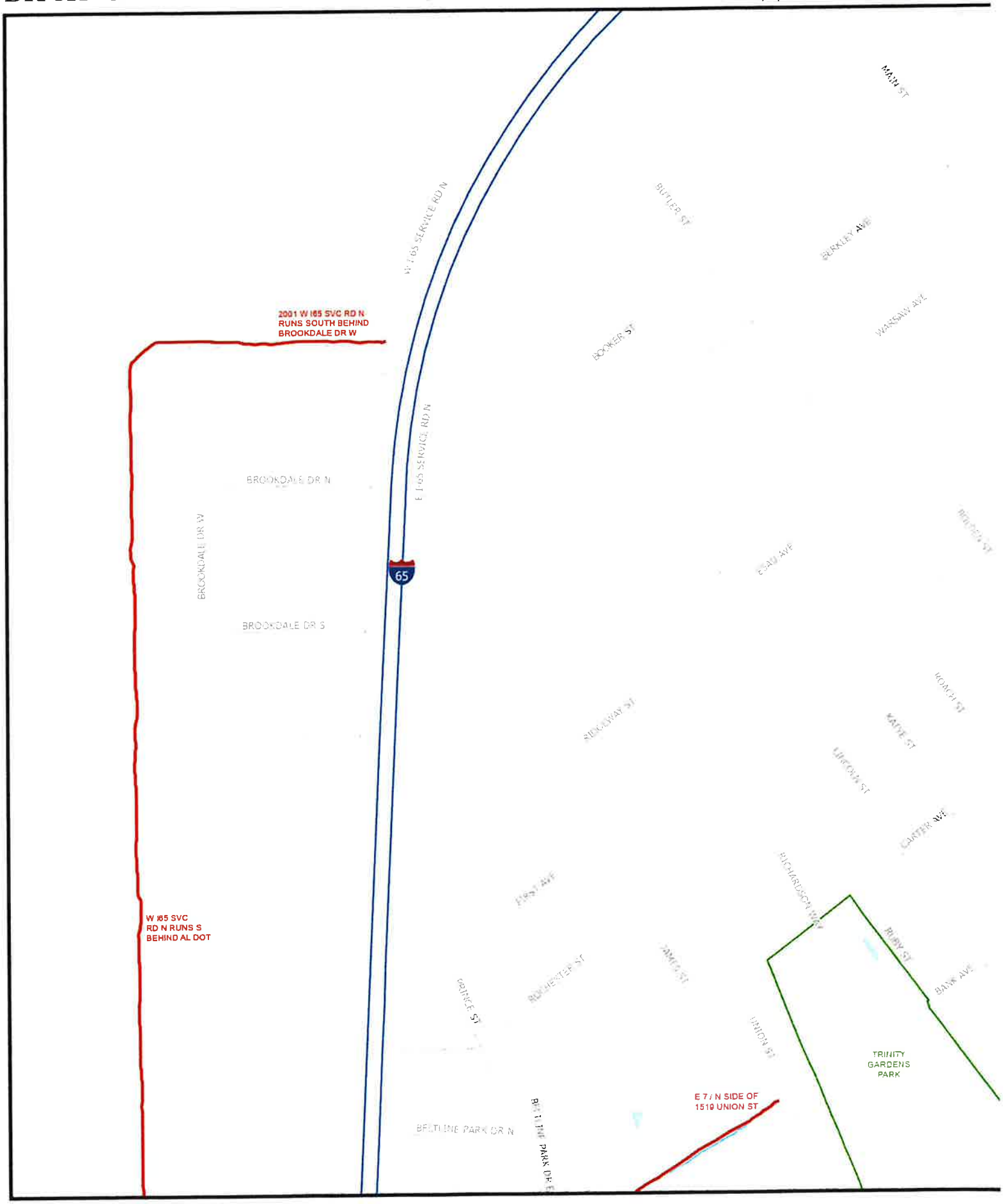

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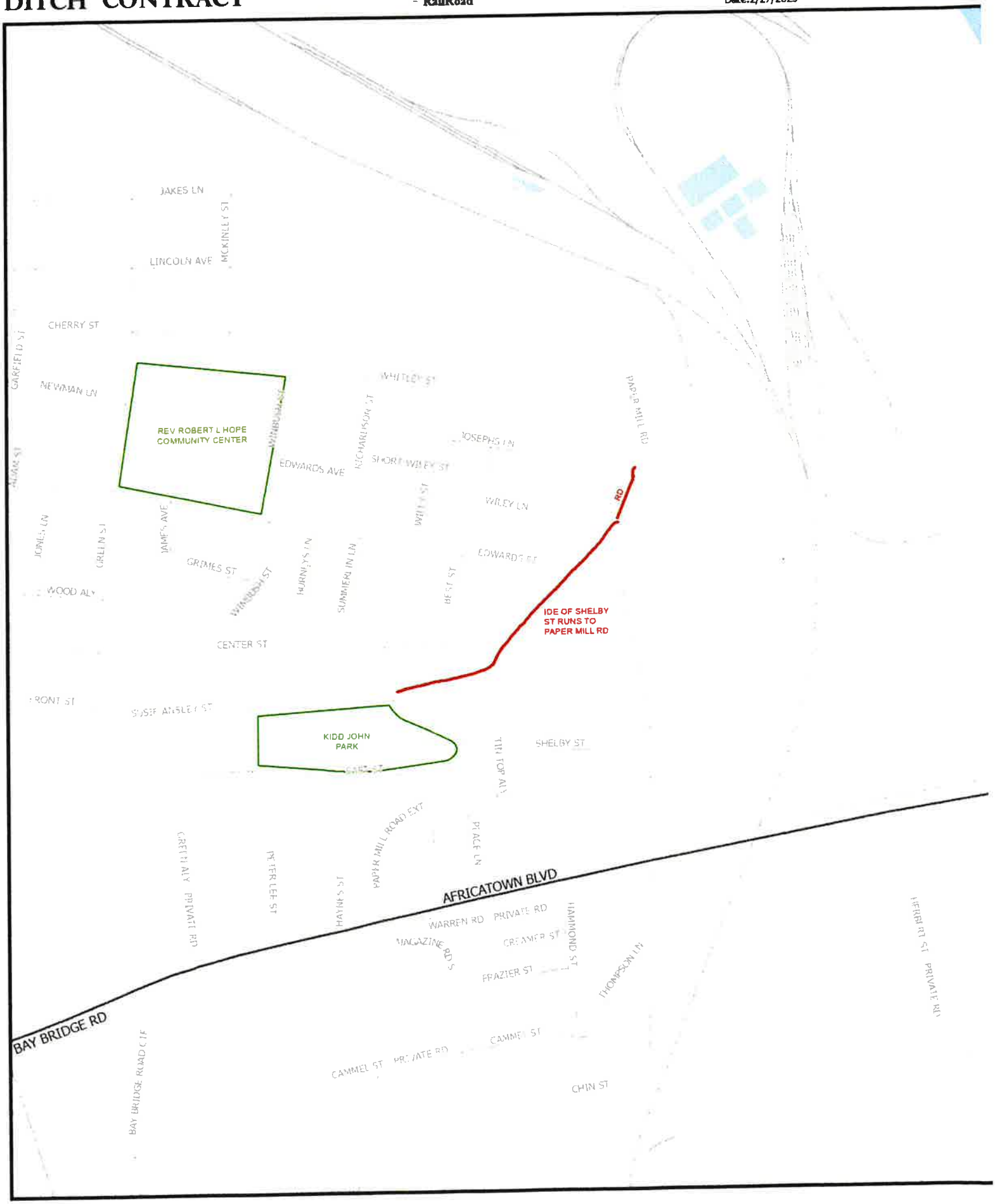

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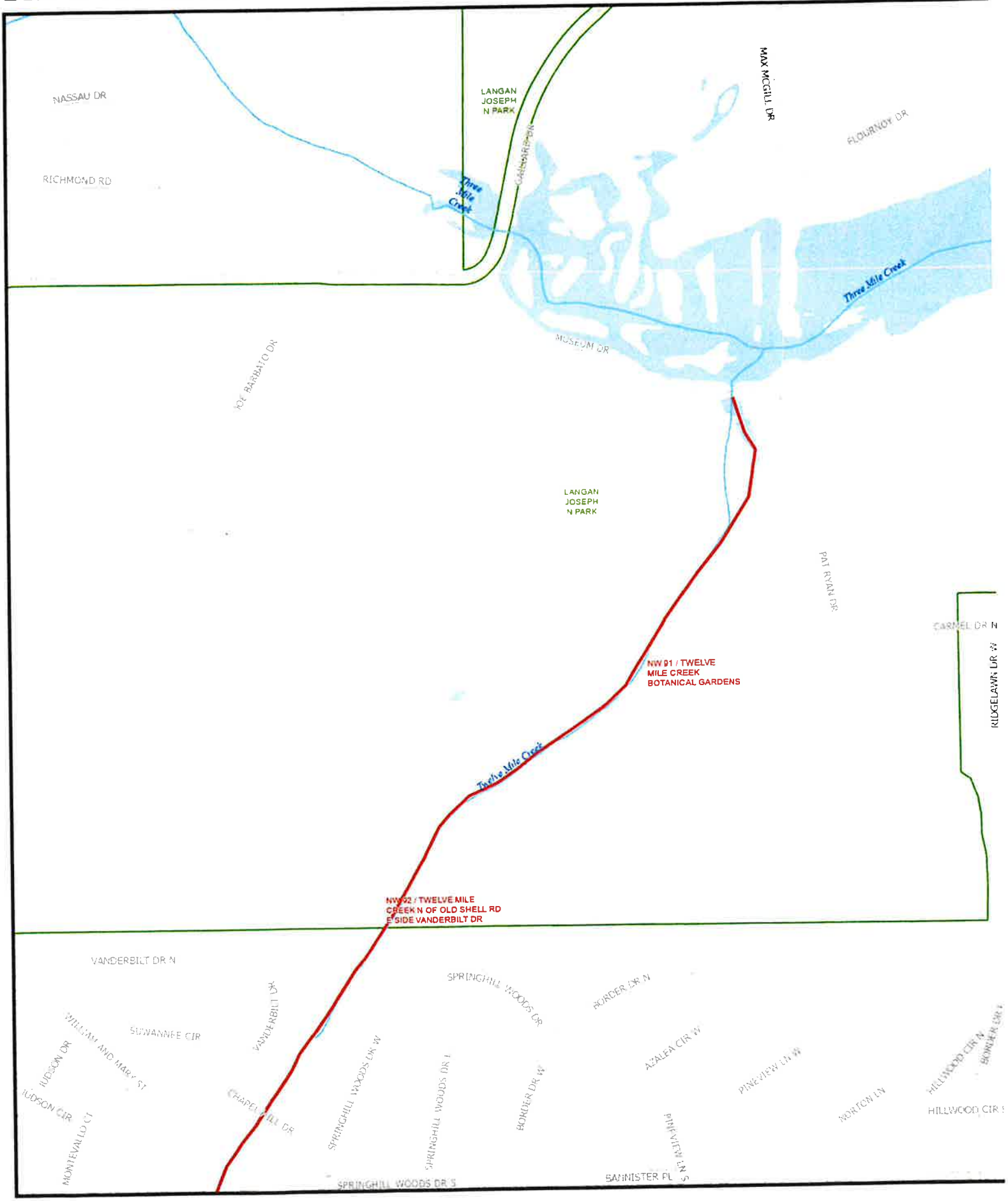

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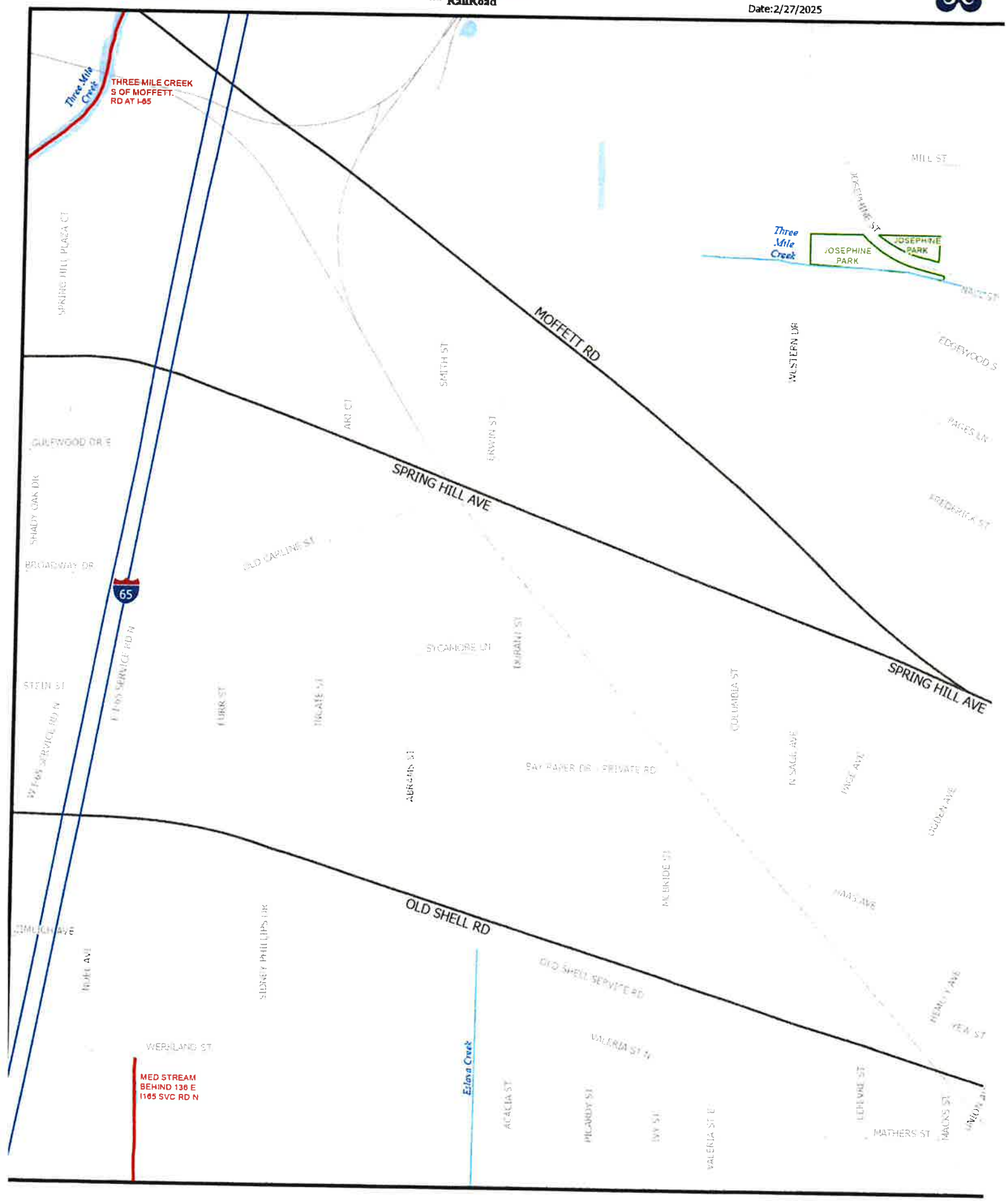

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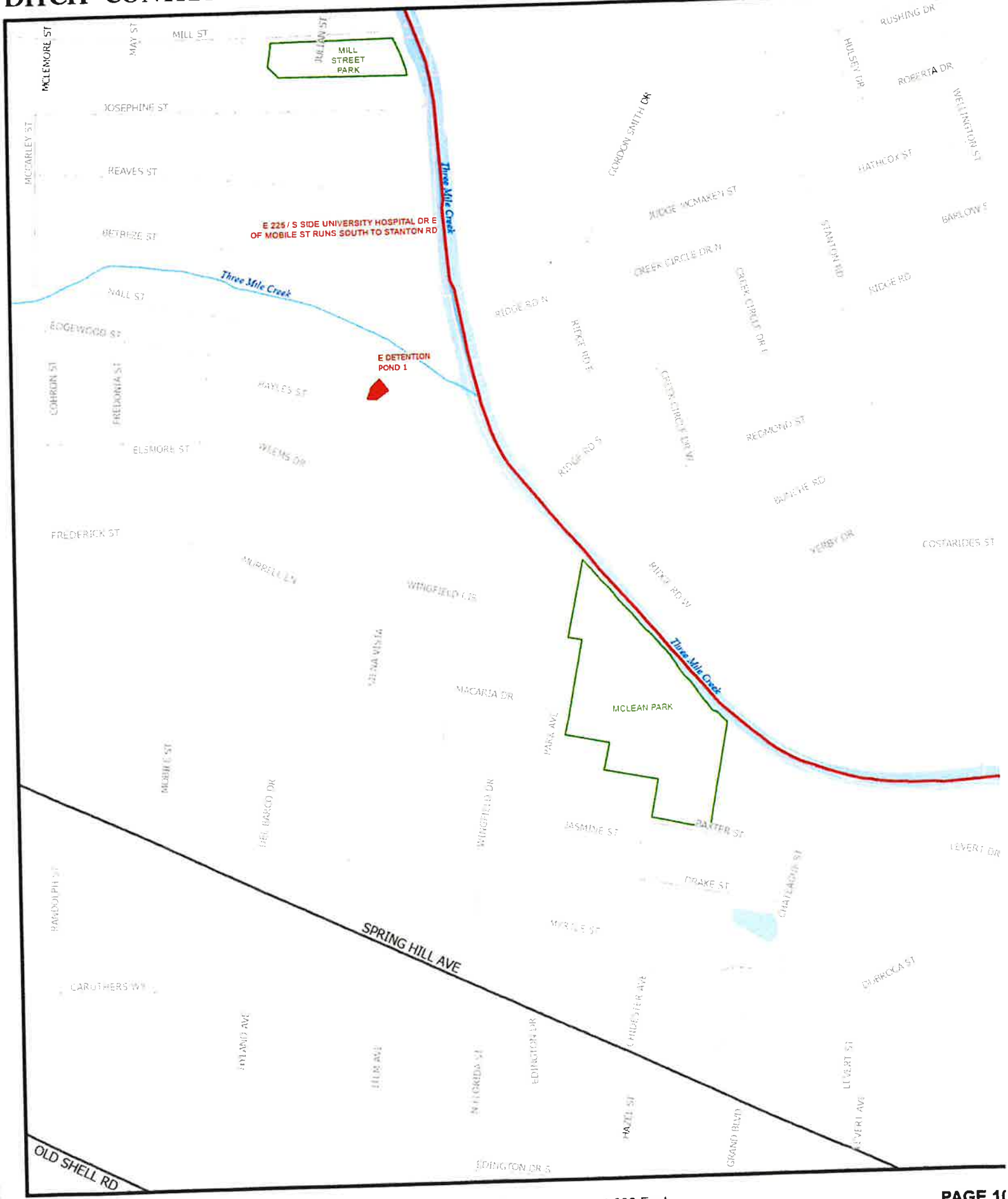

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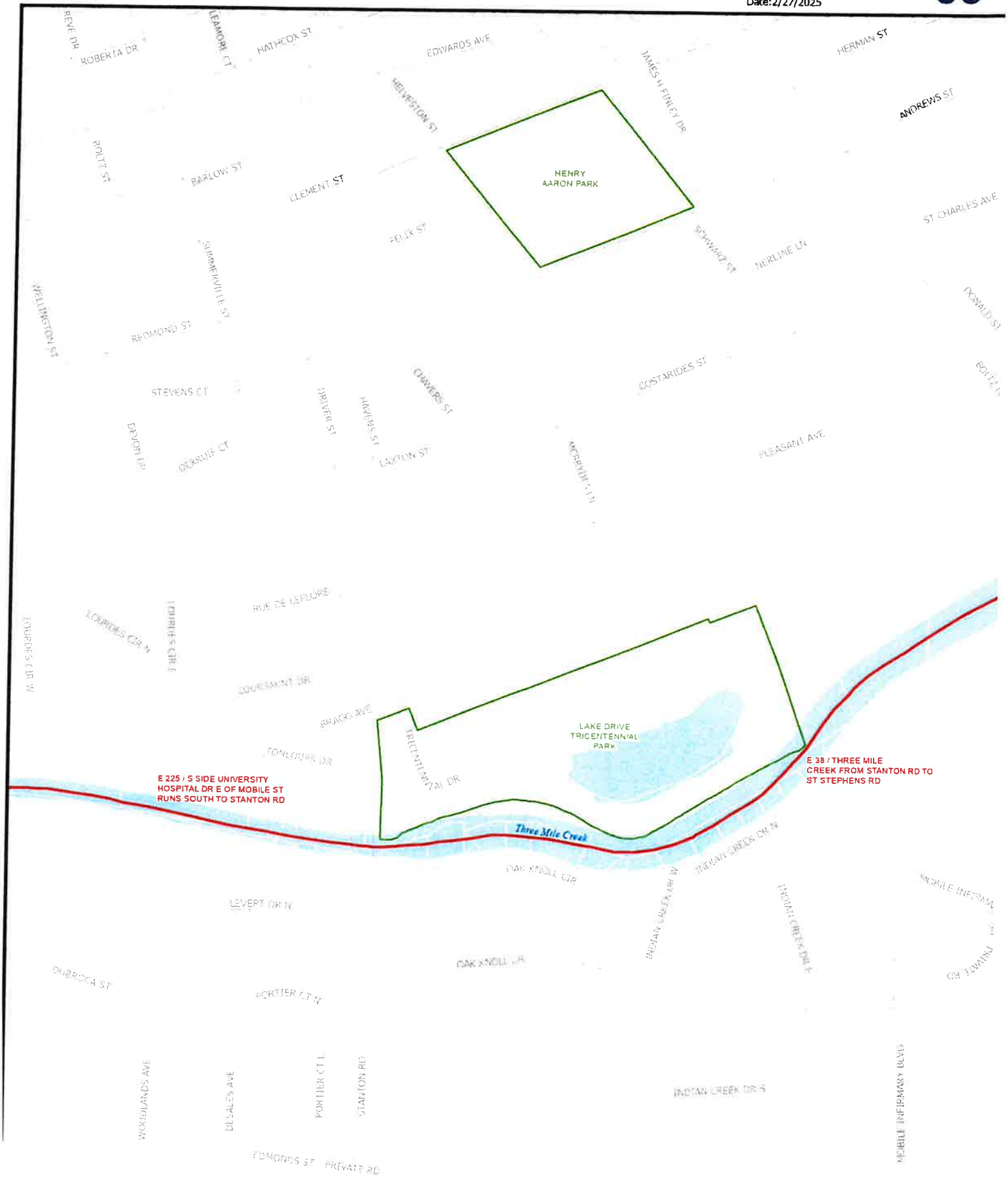

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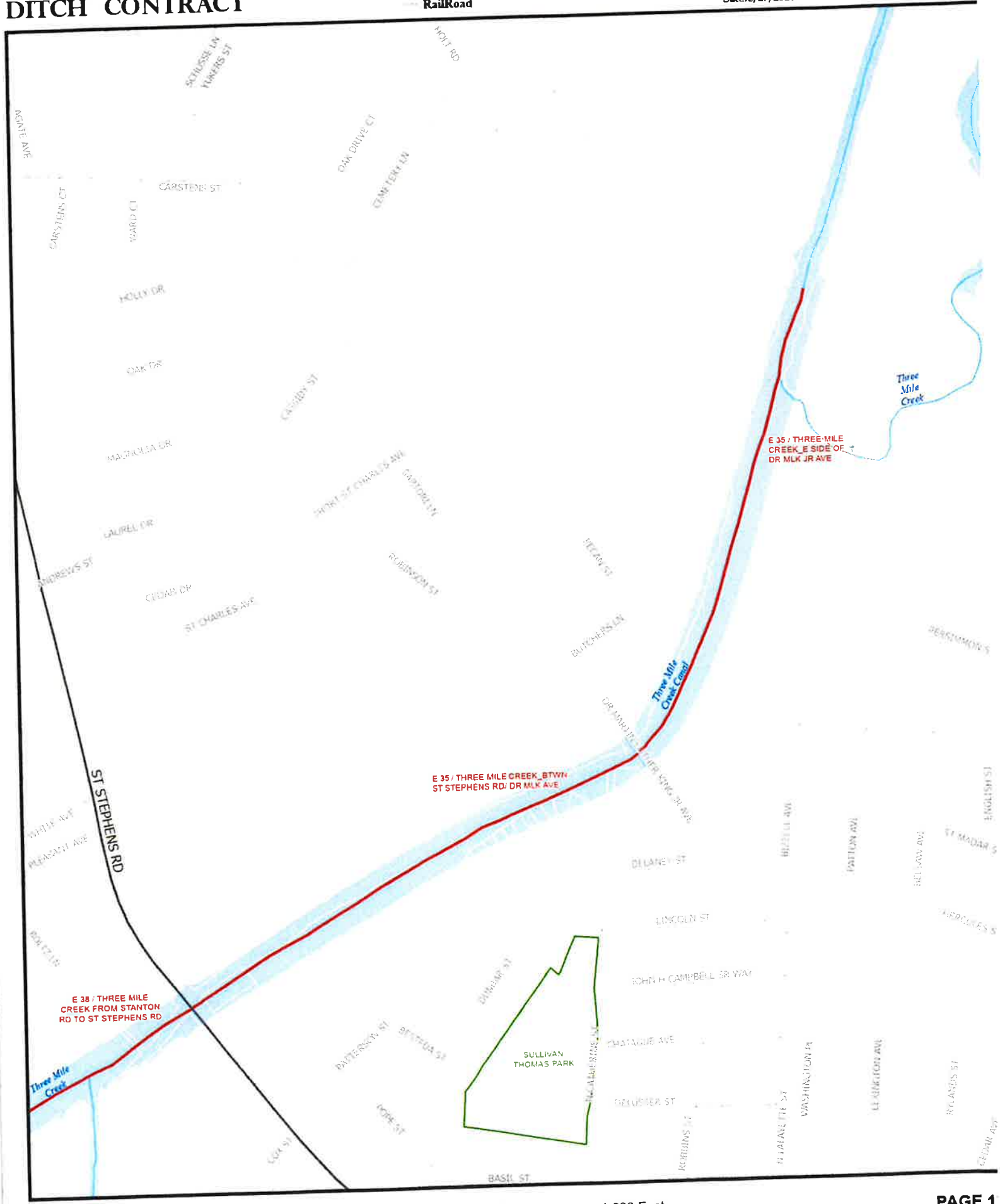

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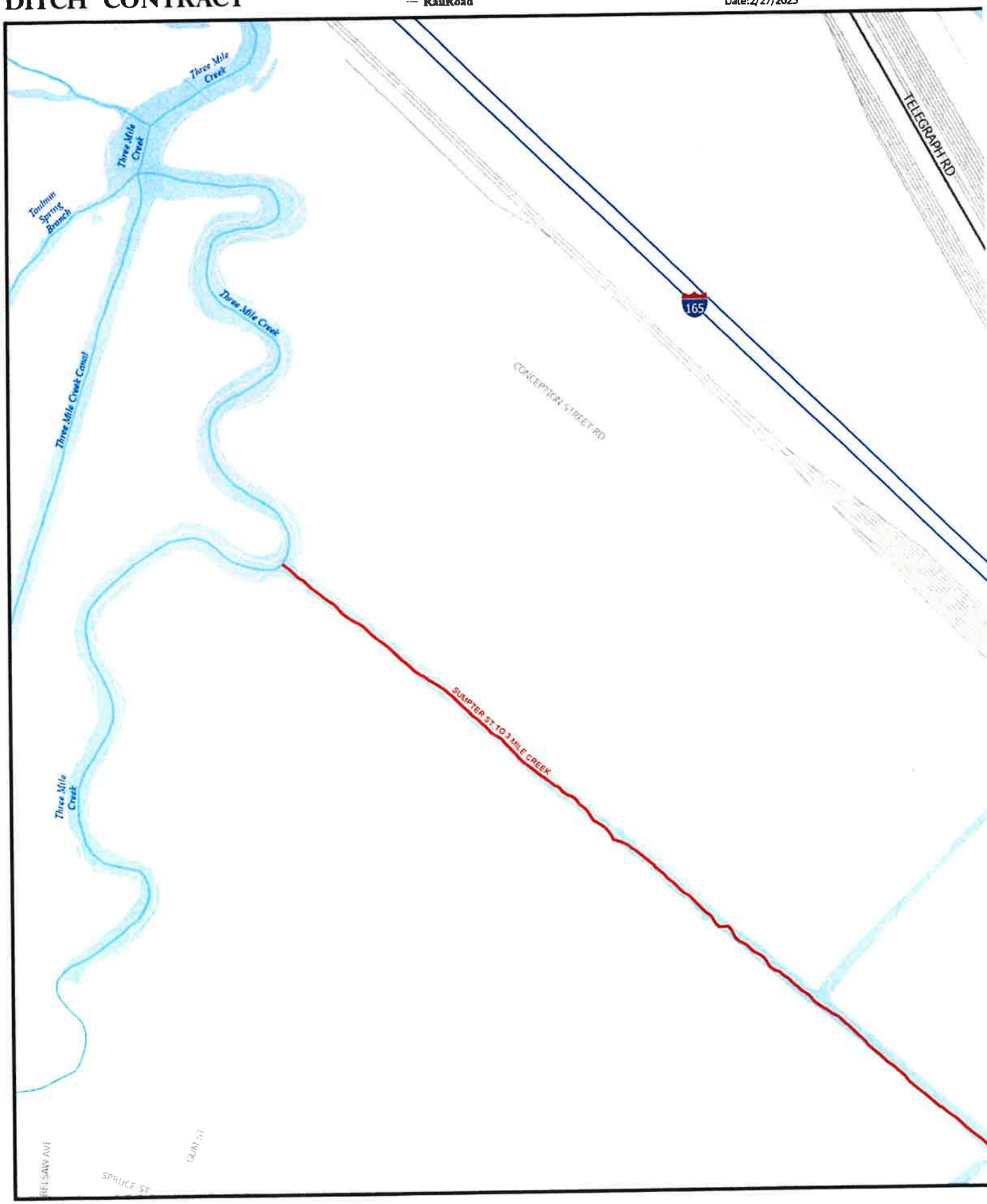

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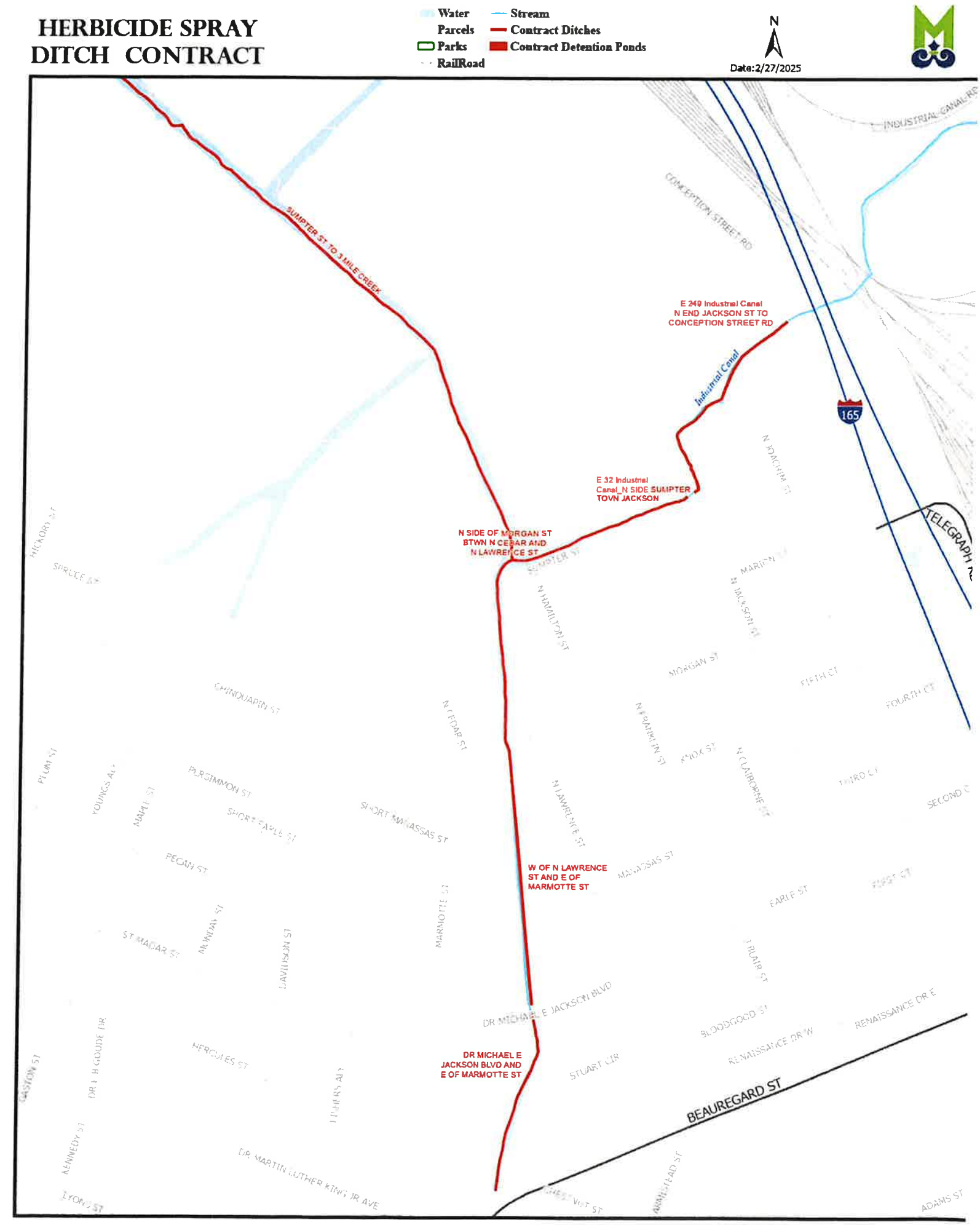

HERBICIDE SPRAY DITCH CONTRACT

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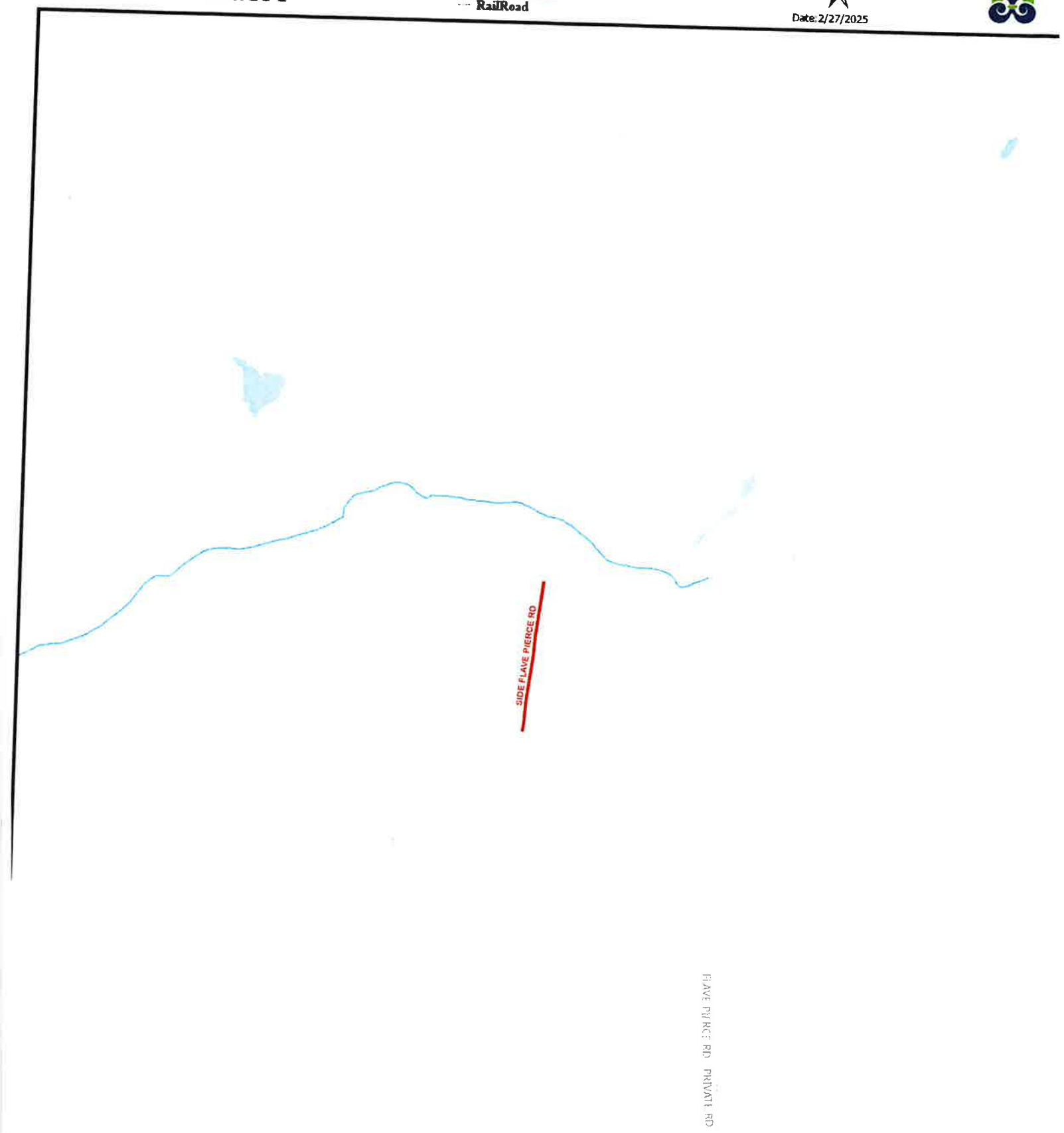
N

Date: 2/27/2025



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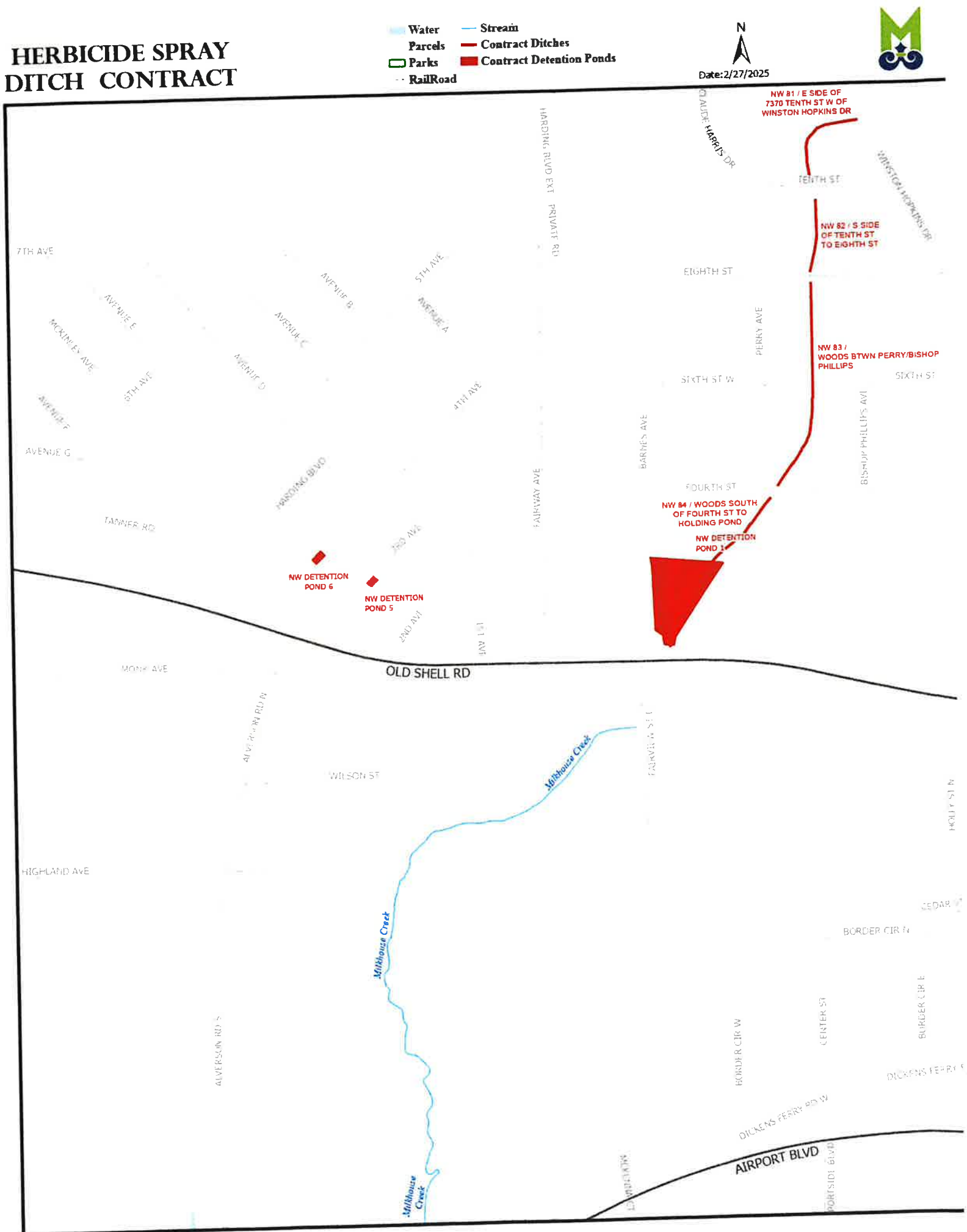
0 250 500 1,000 Feet

HERBICIDE SPRAY DITCH CONTRACT

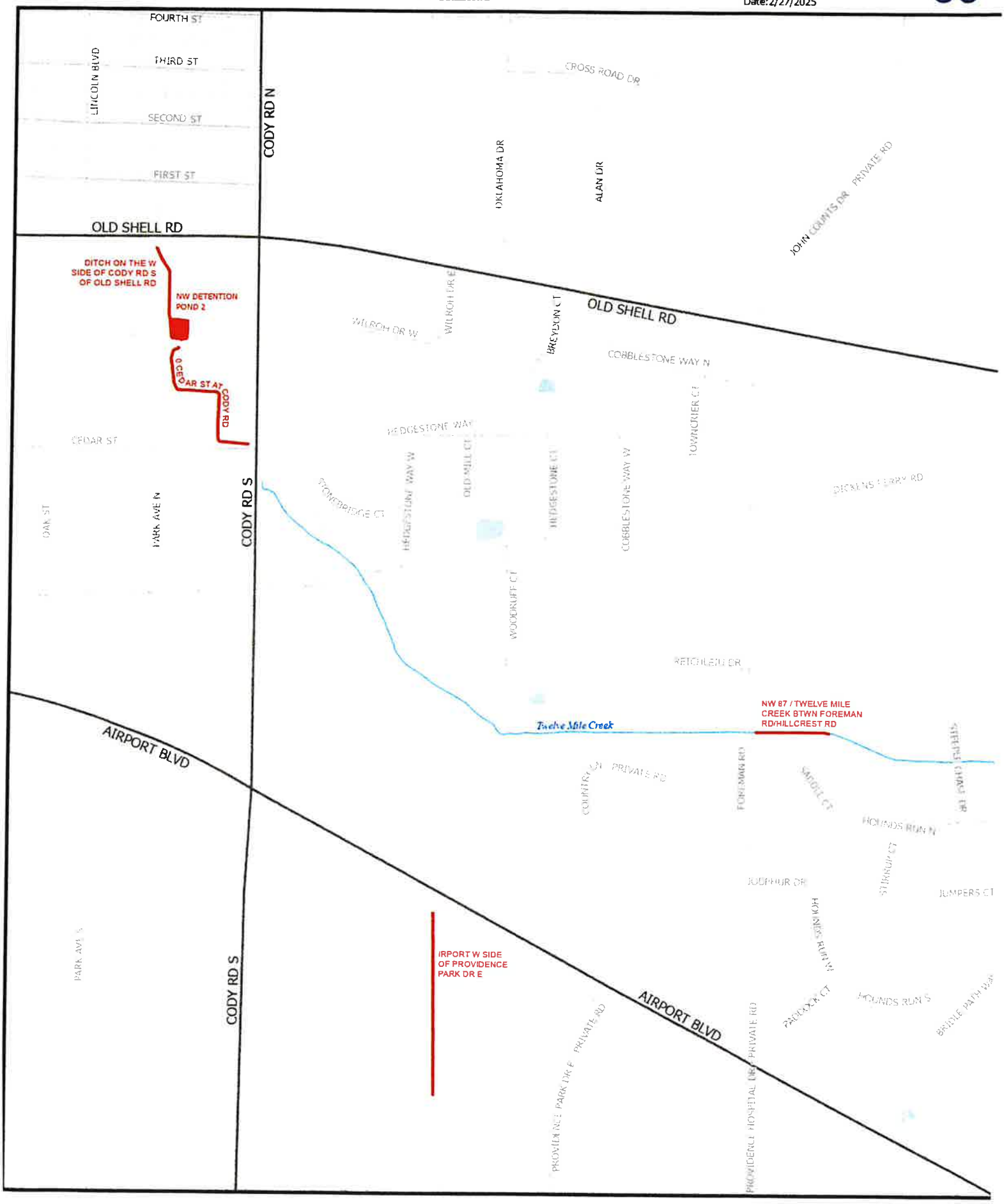


HERBICIDE SPRAY DITCH CONTRACT

Water
Parcels
Parks
RailRoad
Stream
Contract Ditches
Contract Detention Ponds

N

Date:2/27/2025



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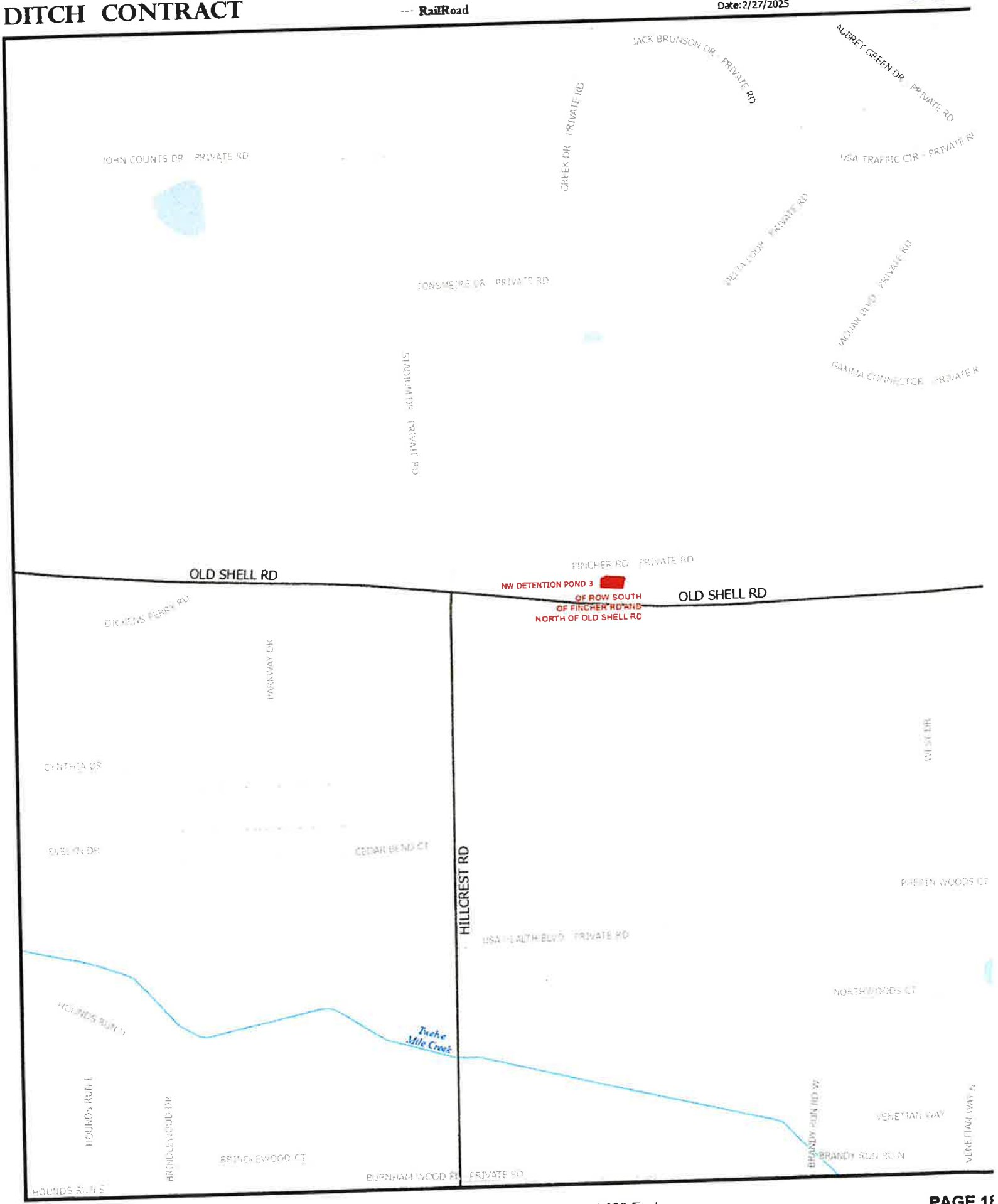
0 250 500 1,000 Feet

HERBICIDE SPRAY DITCH CONTRACT

Water
Parcels
Parks
RailRoad
Stream
Contract Ditches
Contract Detention Ponds

N

Date:2/27/2025



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HERBICIDE SPRAY DITCH CONTRACT

Water
Parcels
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N

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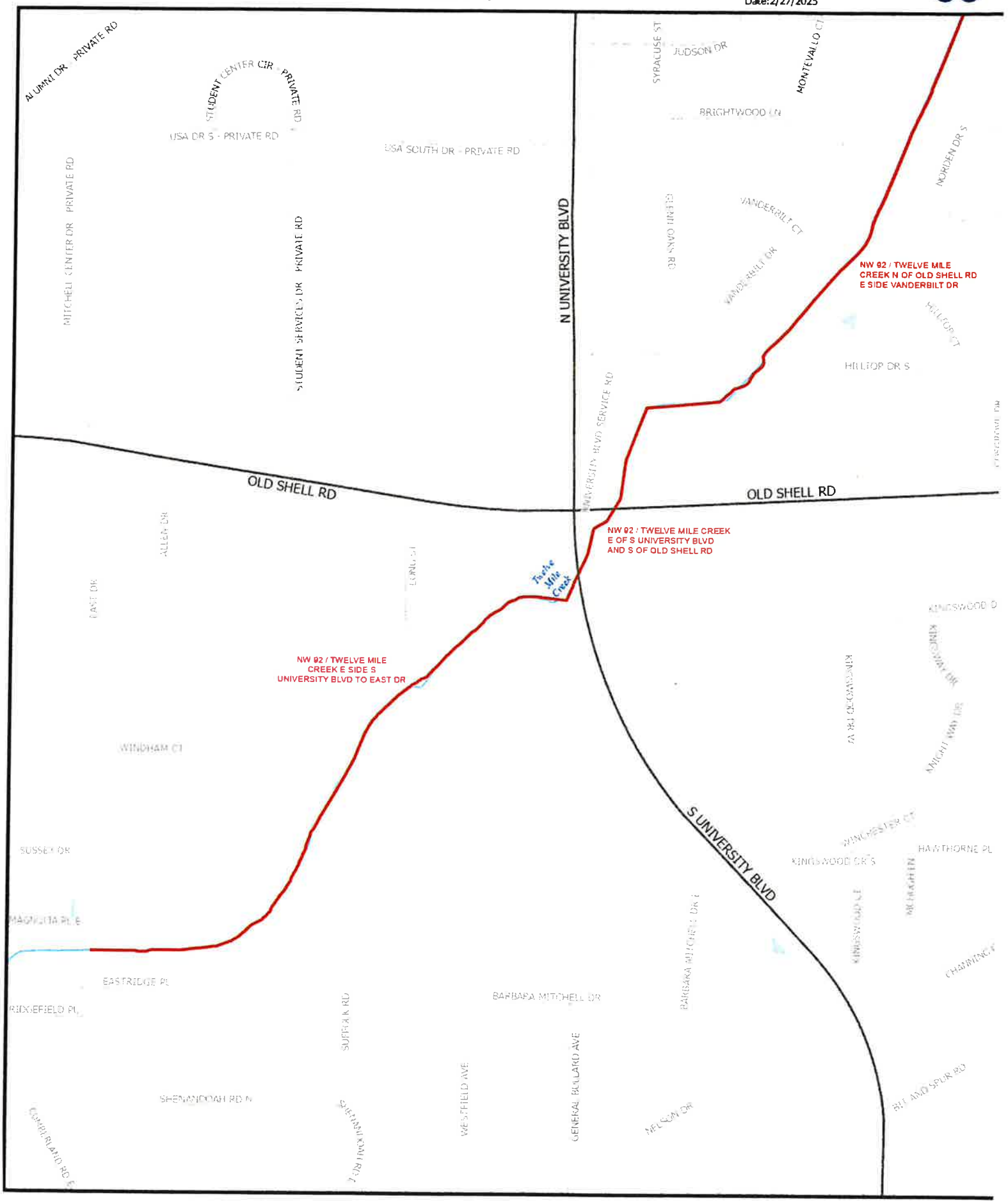

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0 250 500 1,000 Feet

HERBICIDE SPRAY DITCH CONTRACT

Water
Parcels
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HERBICIDE SPRAY DITCH CONTRACT

Water
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RailRoad
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Contract Ditches
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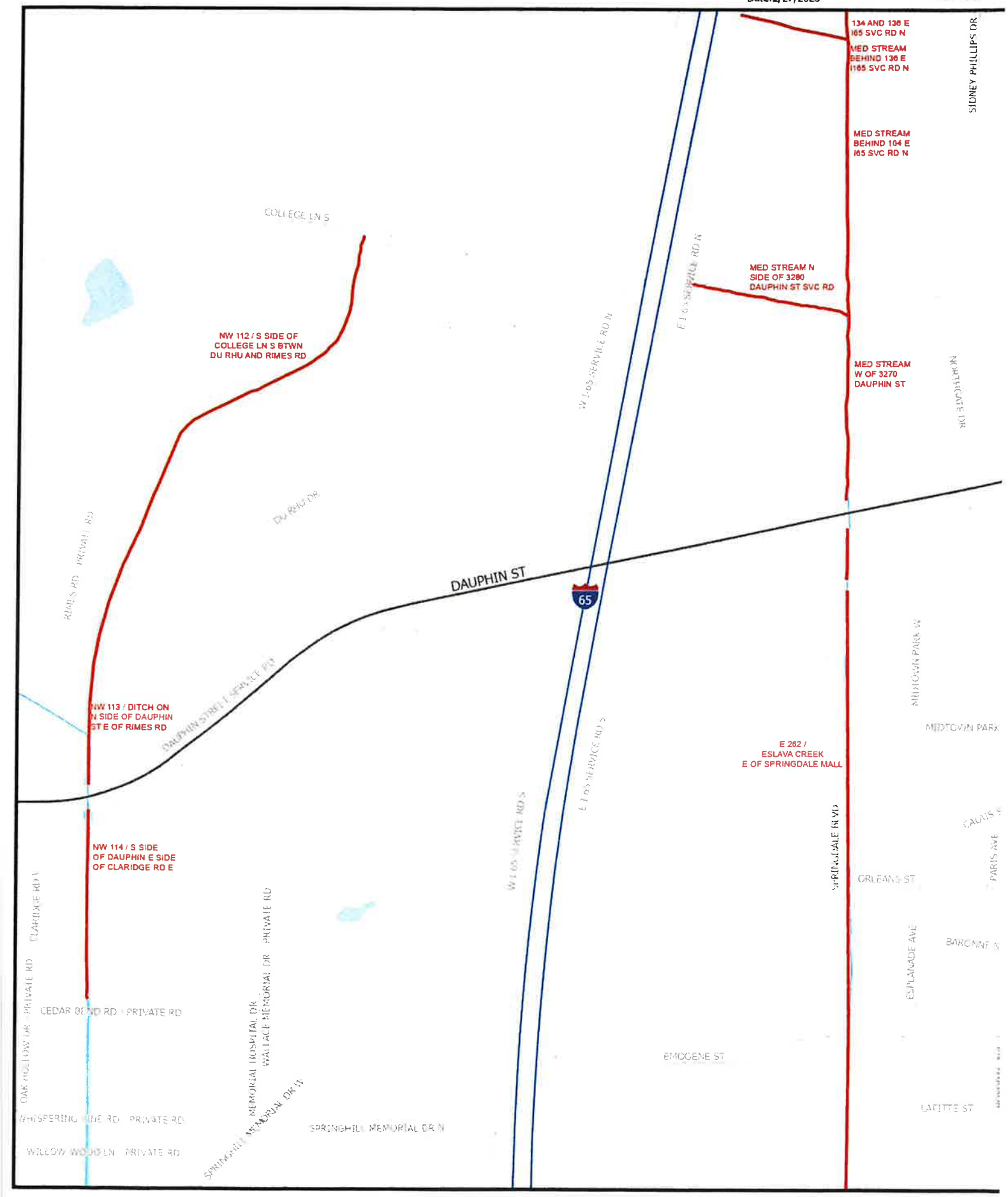
Date:2/27/2025



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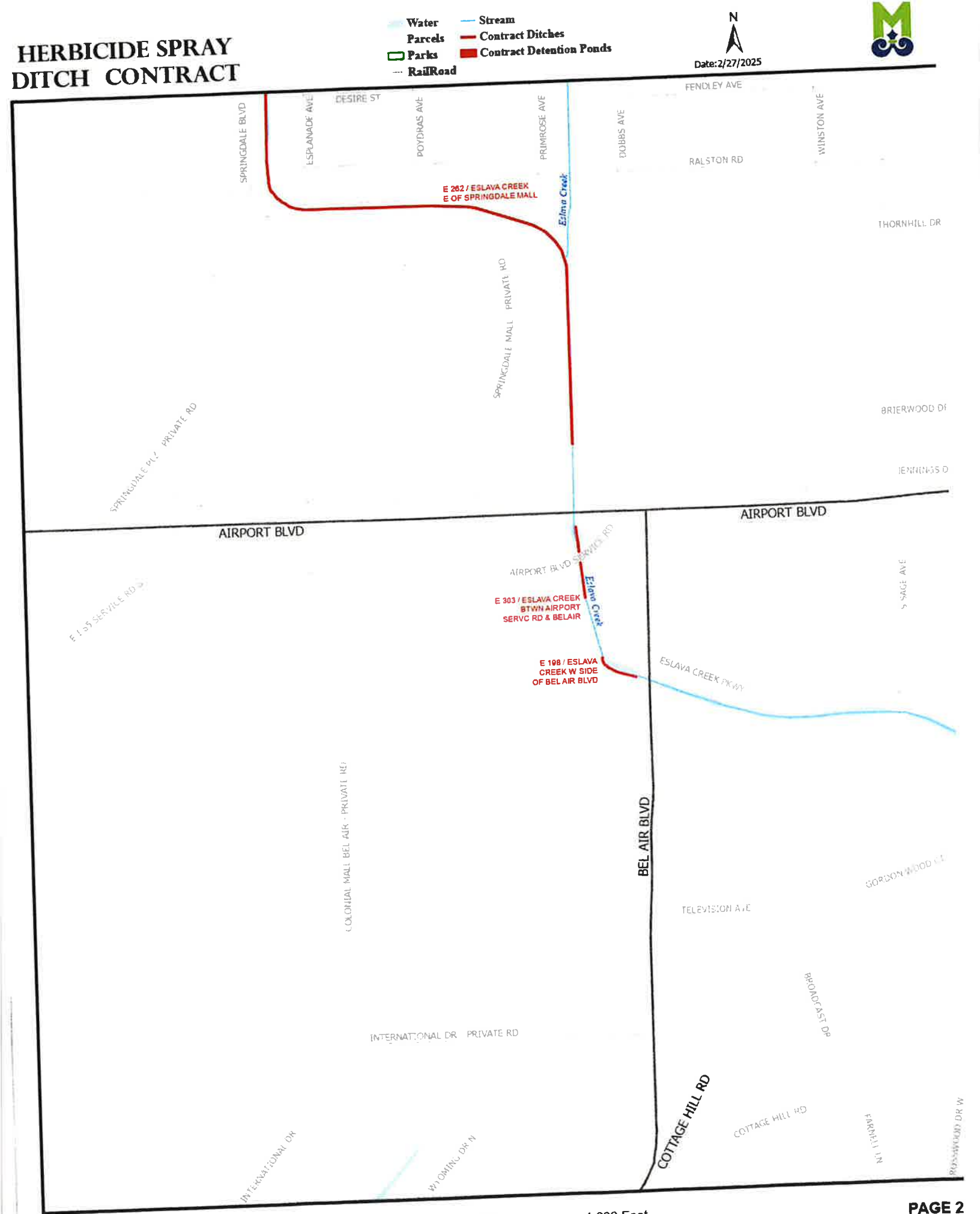
0 250 500 1,000 Feet

HERBICIDE SPRAY DITCH CONTRACT



HERBICIDE SPRAY DITCH CONTRACT

Water
Parcels
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Contract Detention Ponds

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Date:2/27/2025

:6,000

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HERBICIDE SPRAY DITCH CONTRACT

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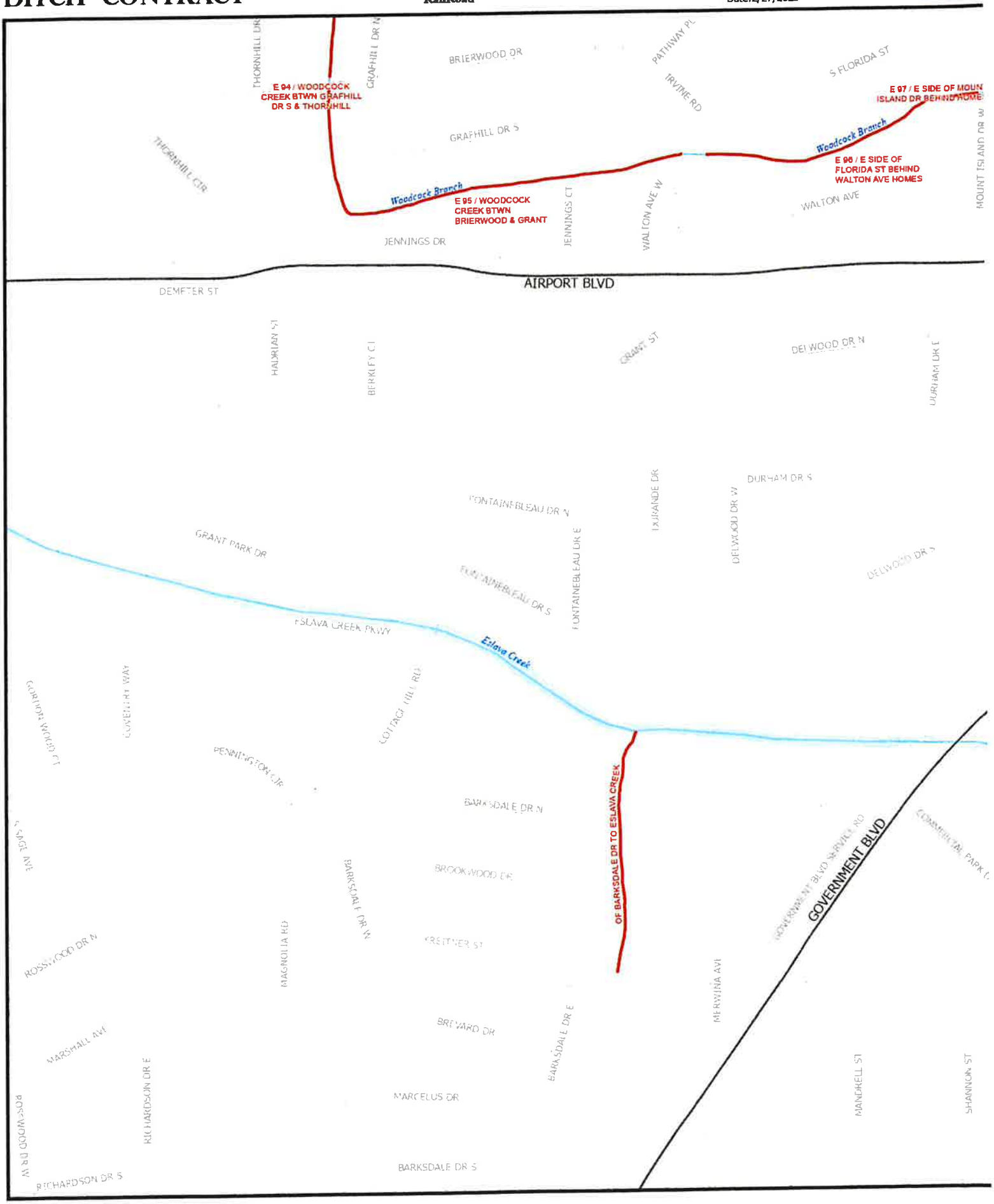
Date:2/27/2025



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HERBICIDE SPRAY DITCH CONTRACT

Water
Parcels
Parks
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Contract Ditches
Contract Detention Ponds

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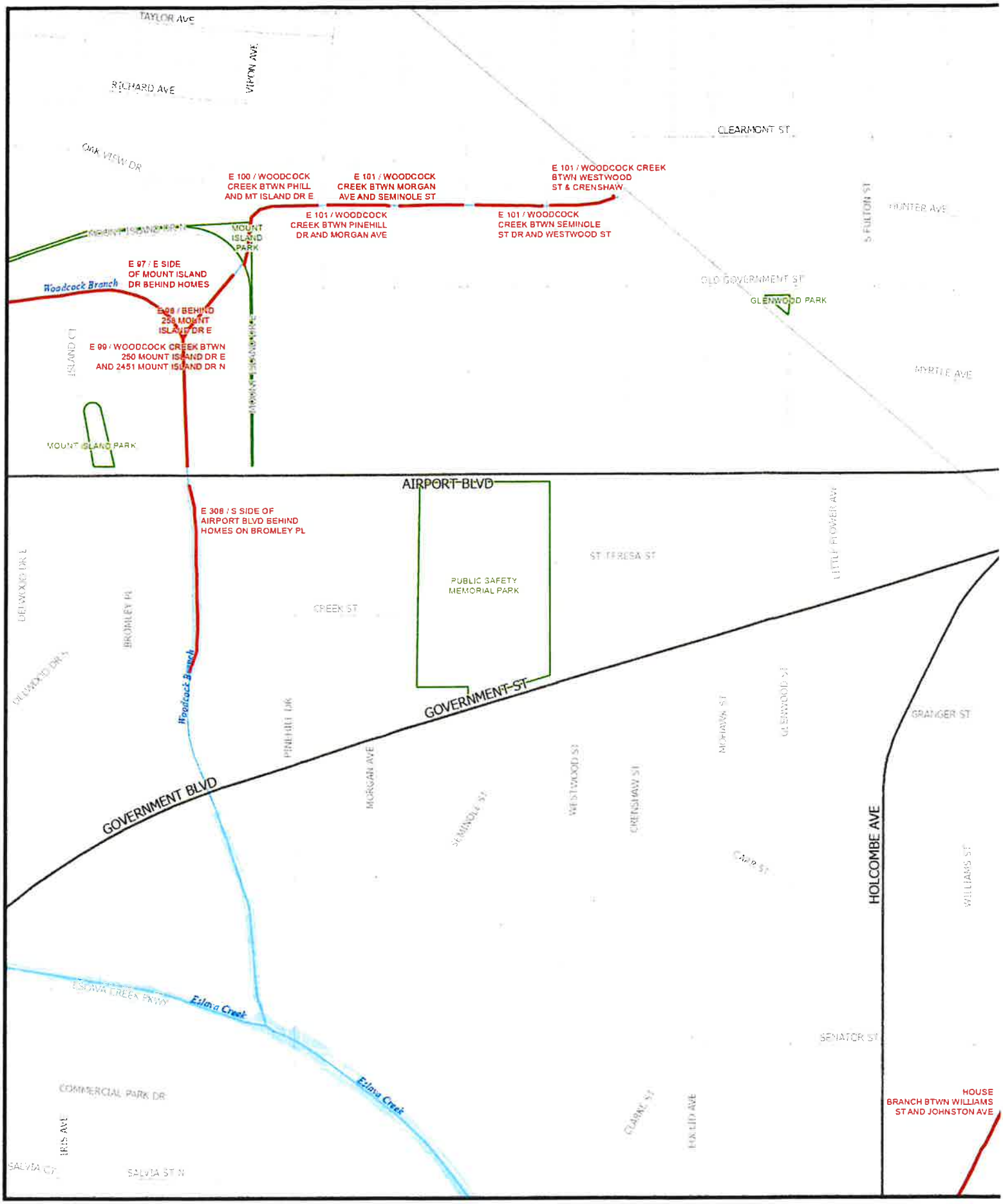
Date: 2/27/2025



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0 250 500 1,000 Feet

HERBICIDE SPRAY DITCH CONTRACT

Water
Parcels
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Date:2/27/2025

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HERBICIDE SPRAY DITCH CONTRACT

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Contract Detention Ponds

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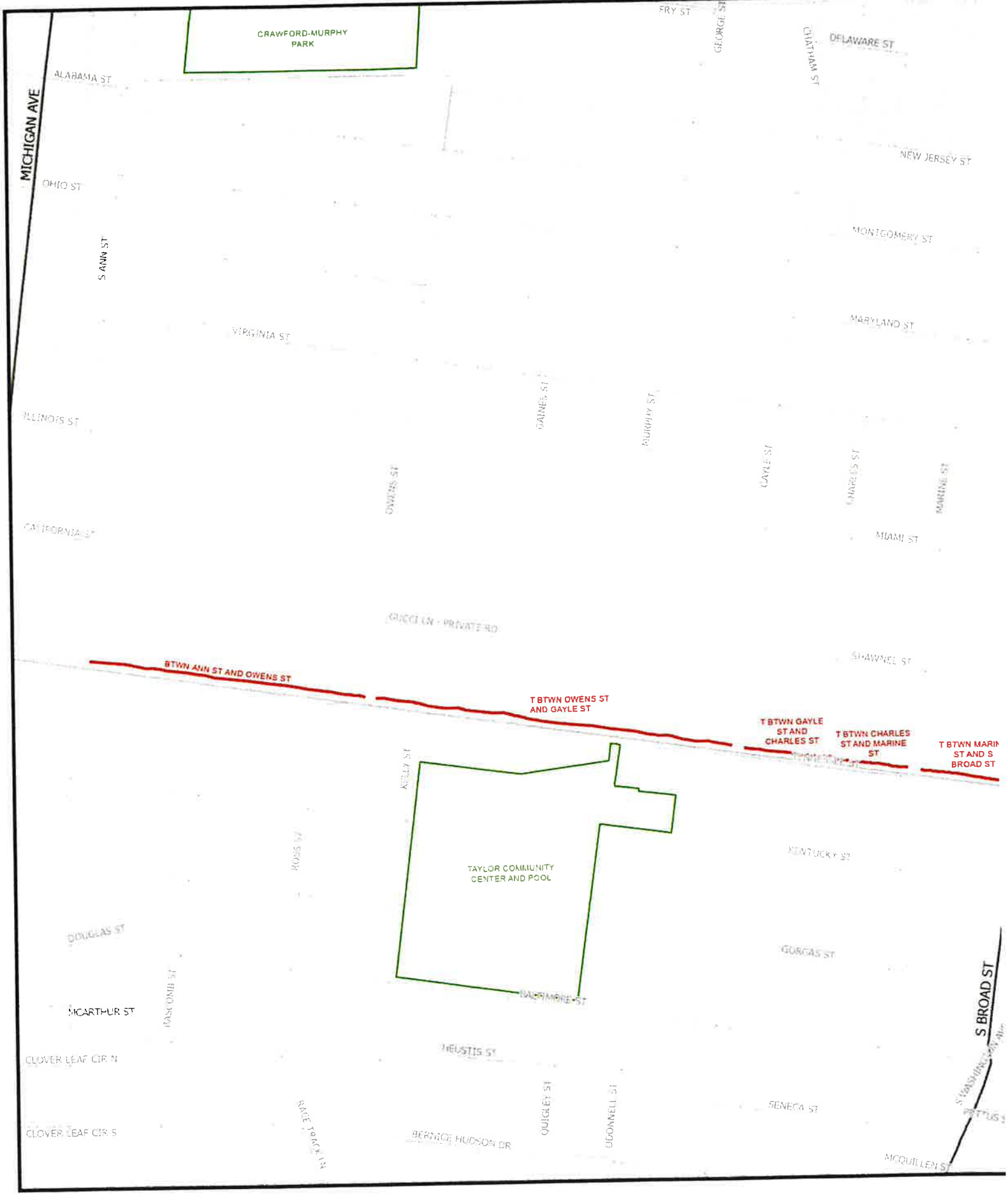
Date:2/27/2025



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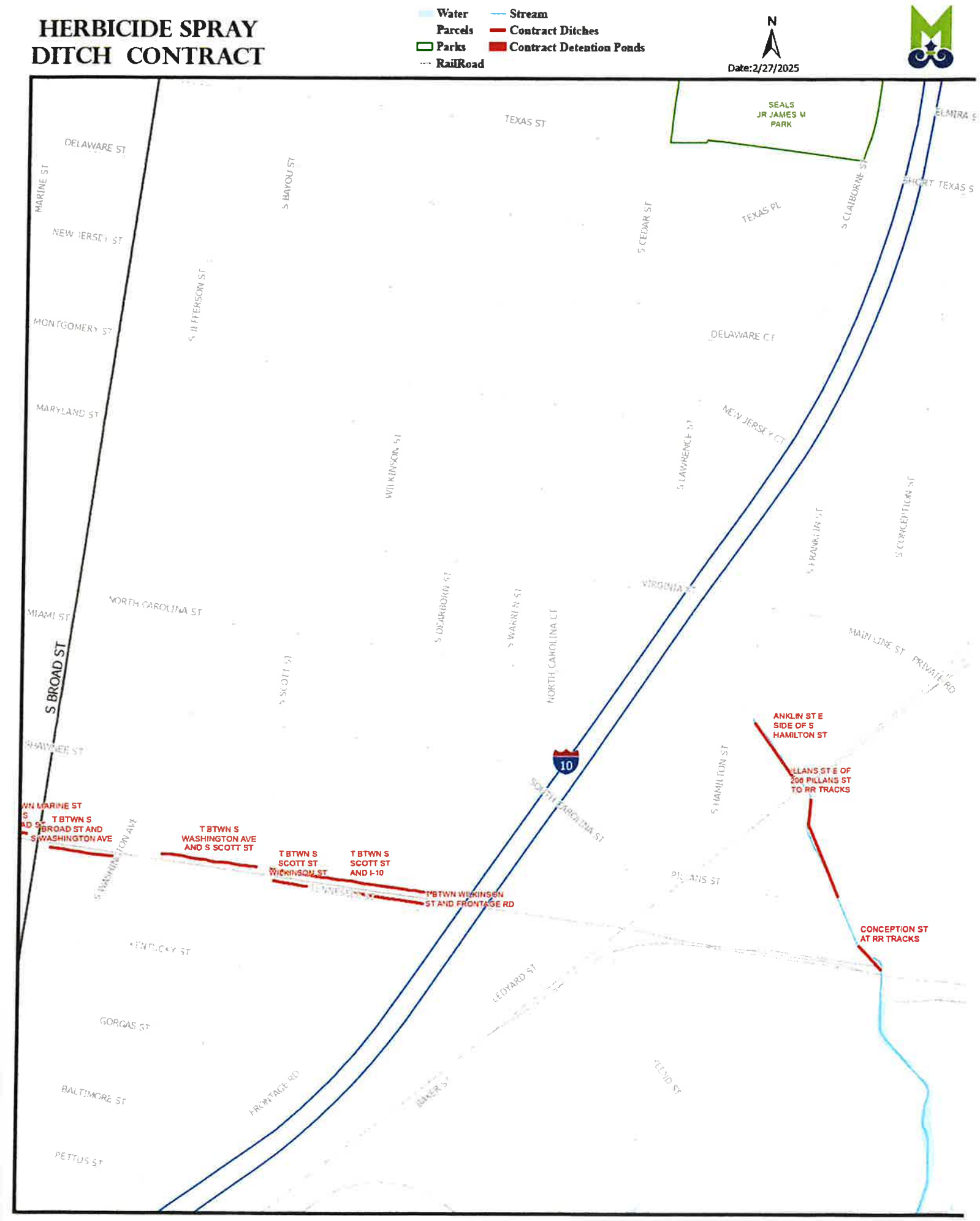
HERBICIDE SPRAY DITCH CONTRACT



HERBICIDE SPRAY DITCH CONTRACT

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Stream
Contract Ditches
Contract Detention Ponds

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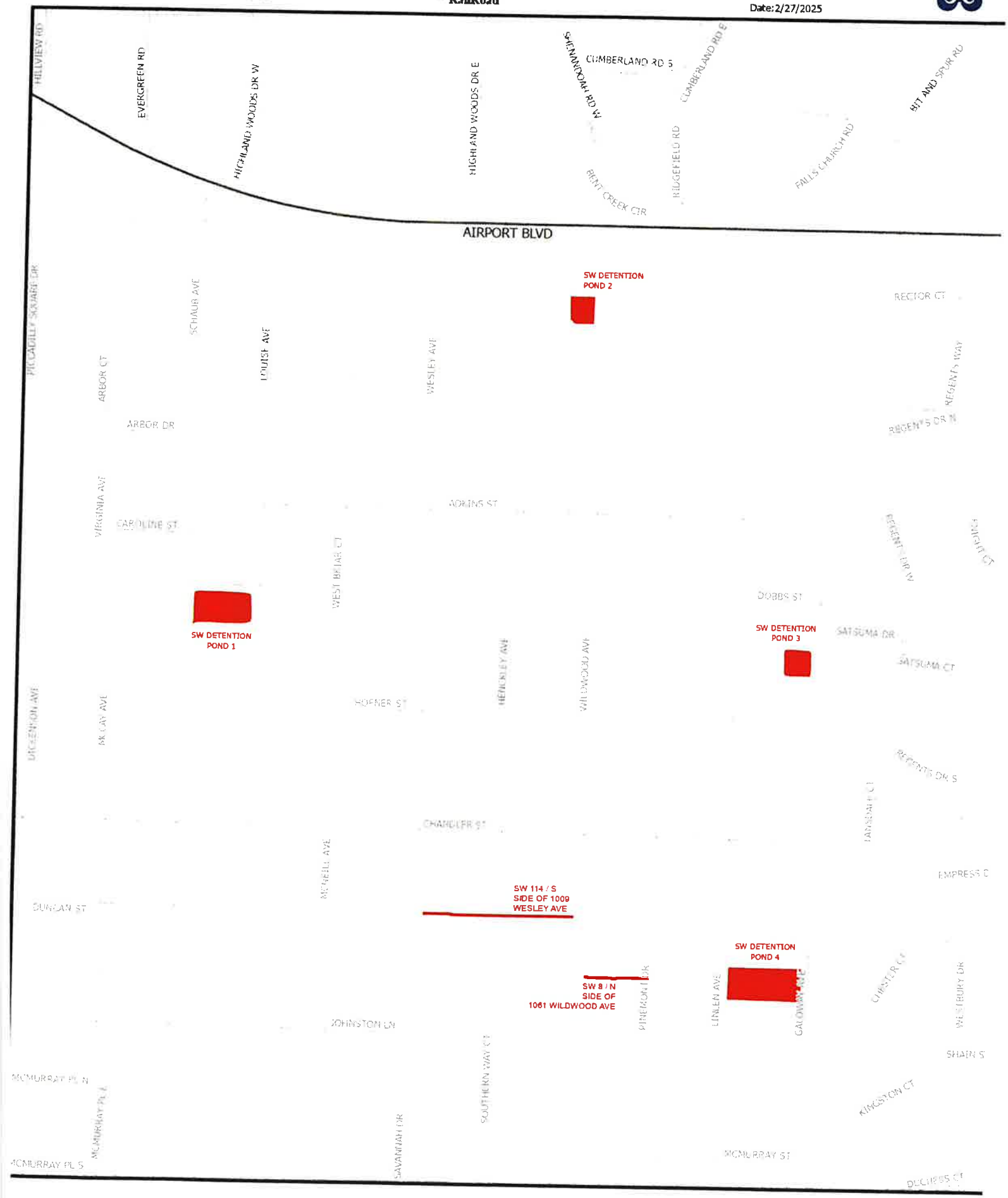
Date:2/27/2025



6,000 0 250 500 1,000 Feet

HERBICIDE SPRAY DITCH CONTRACT

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Parcels
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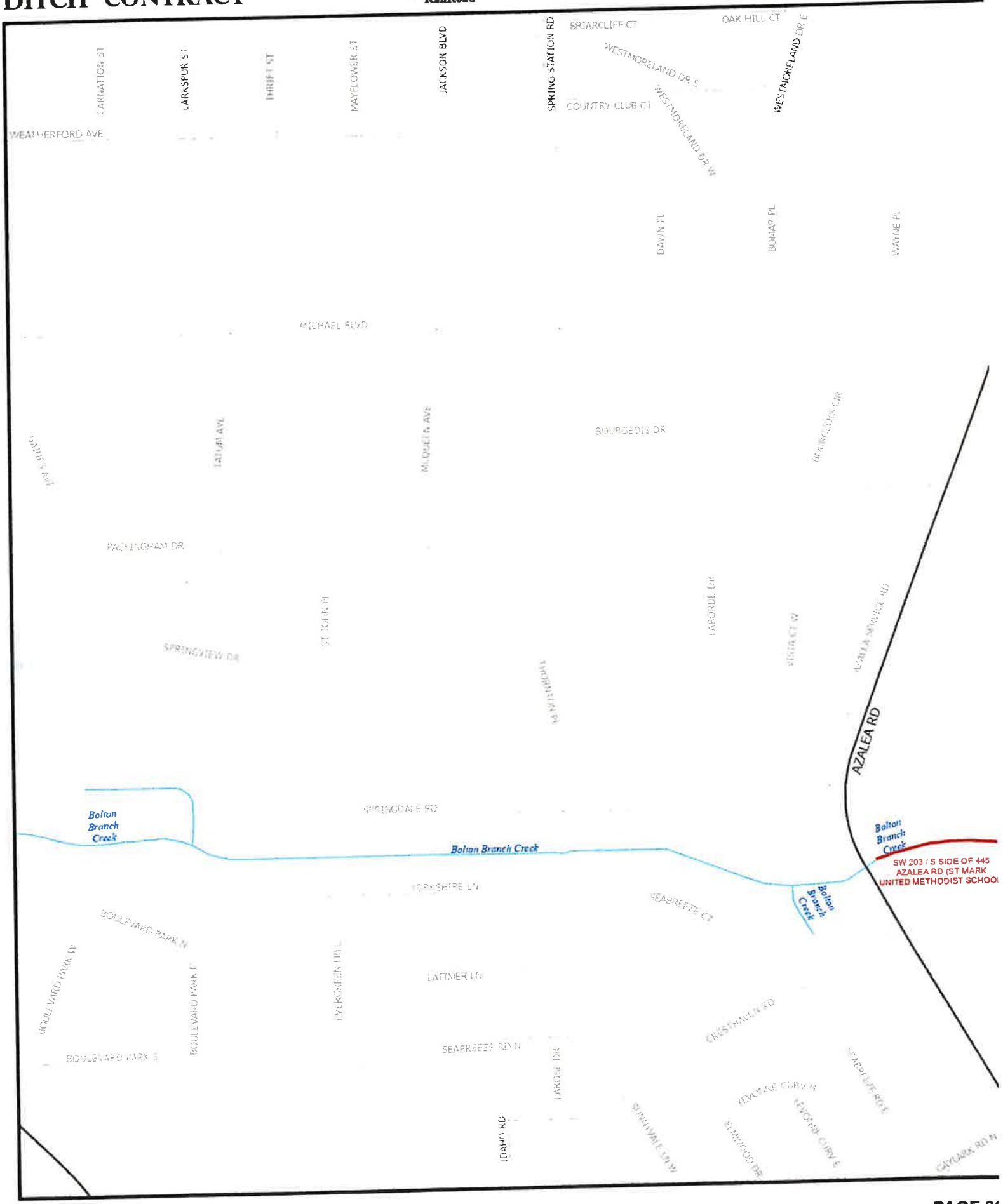
Date:2/27/2025



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HERBICIDE SPRAY DITCH CONTRACT

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Parcels
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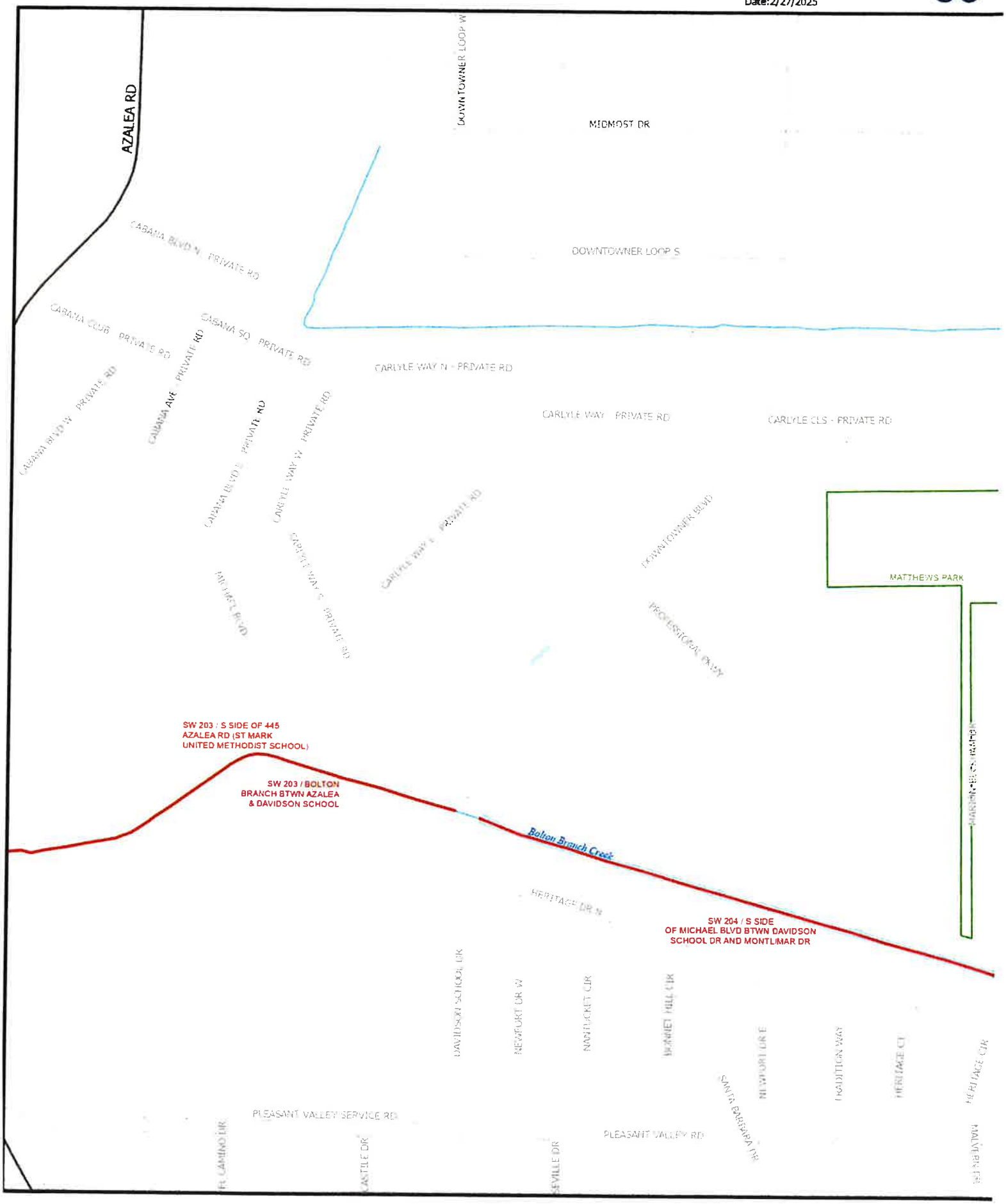

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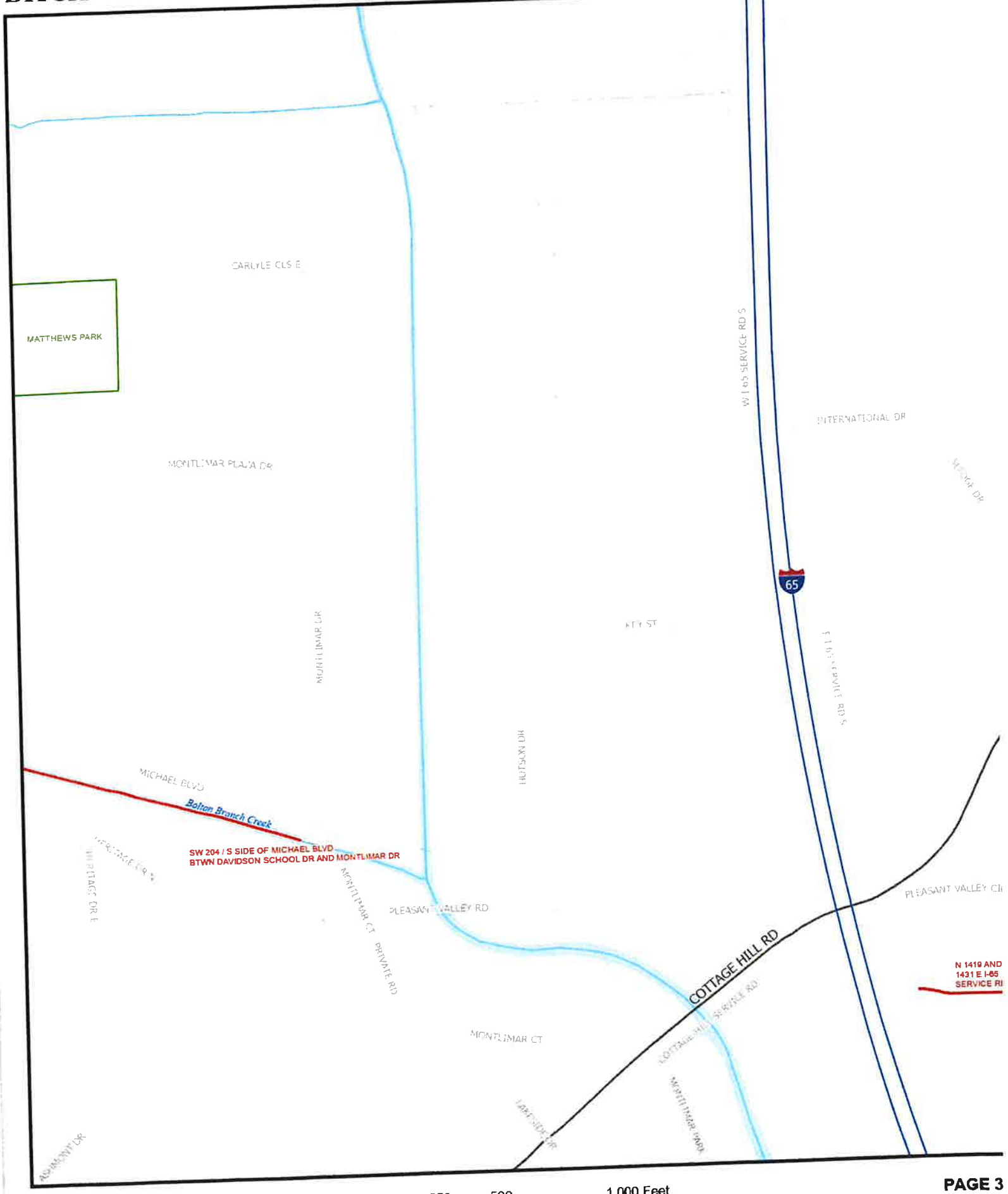

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Parcels
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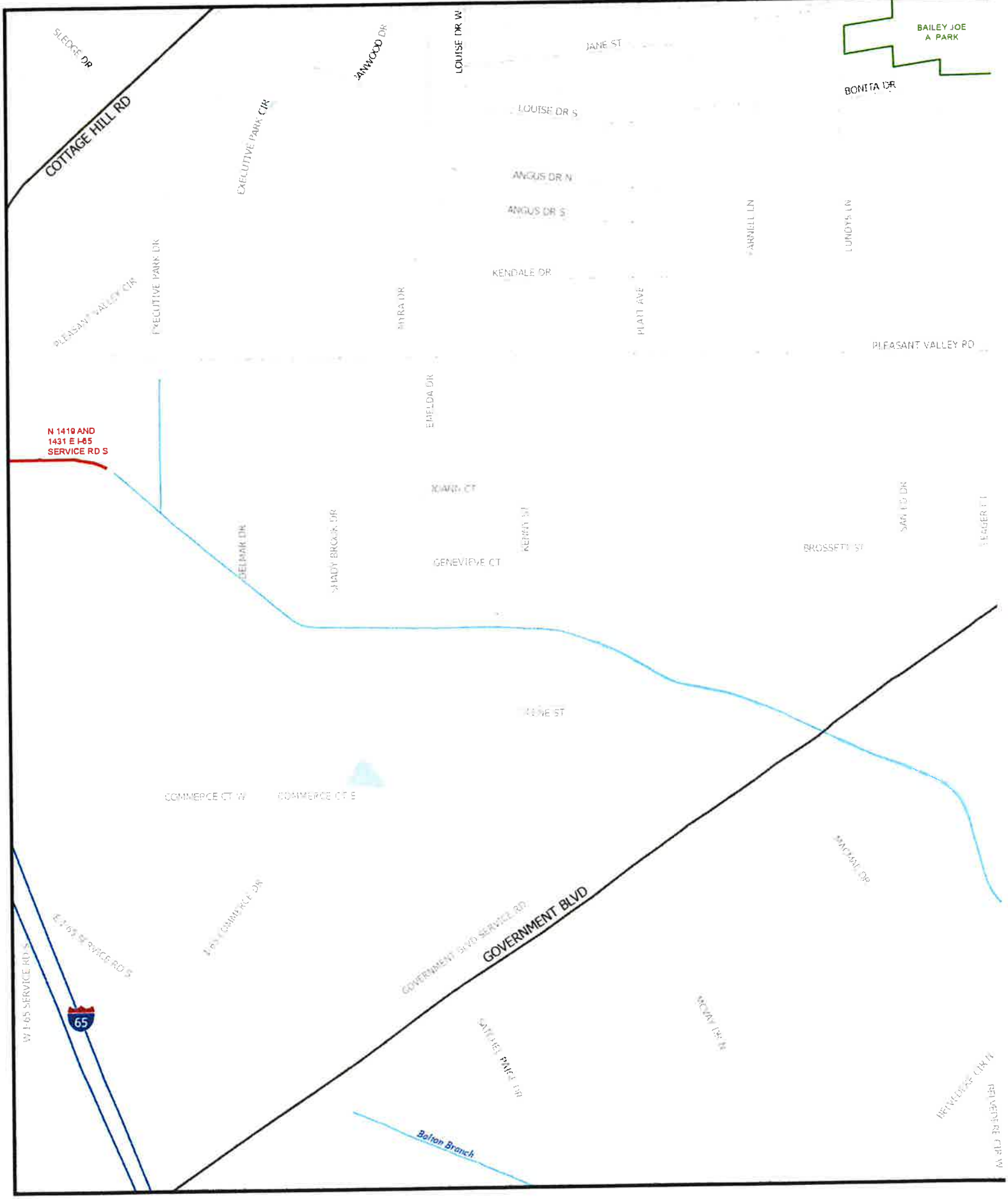

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Parcels
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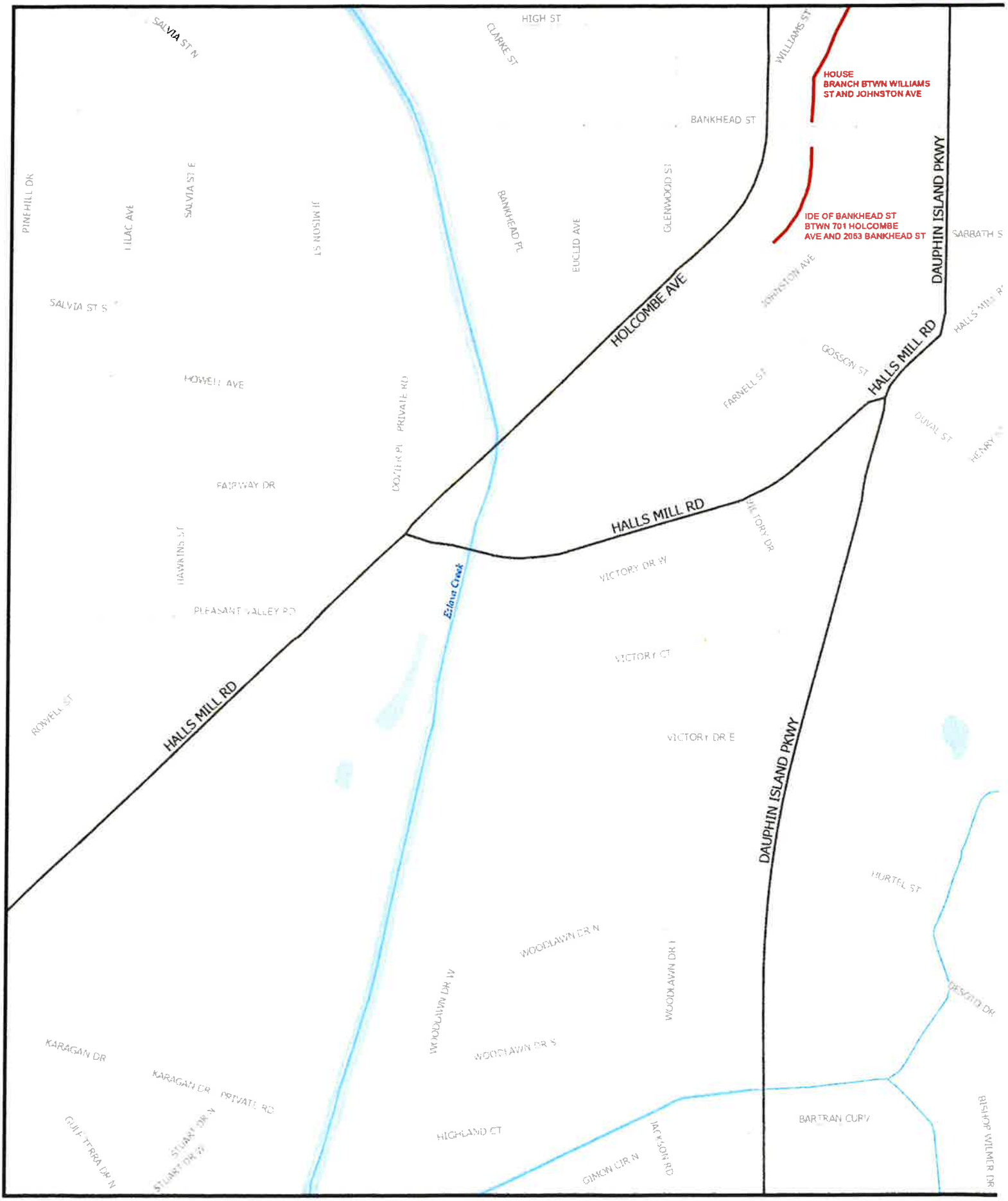

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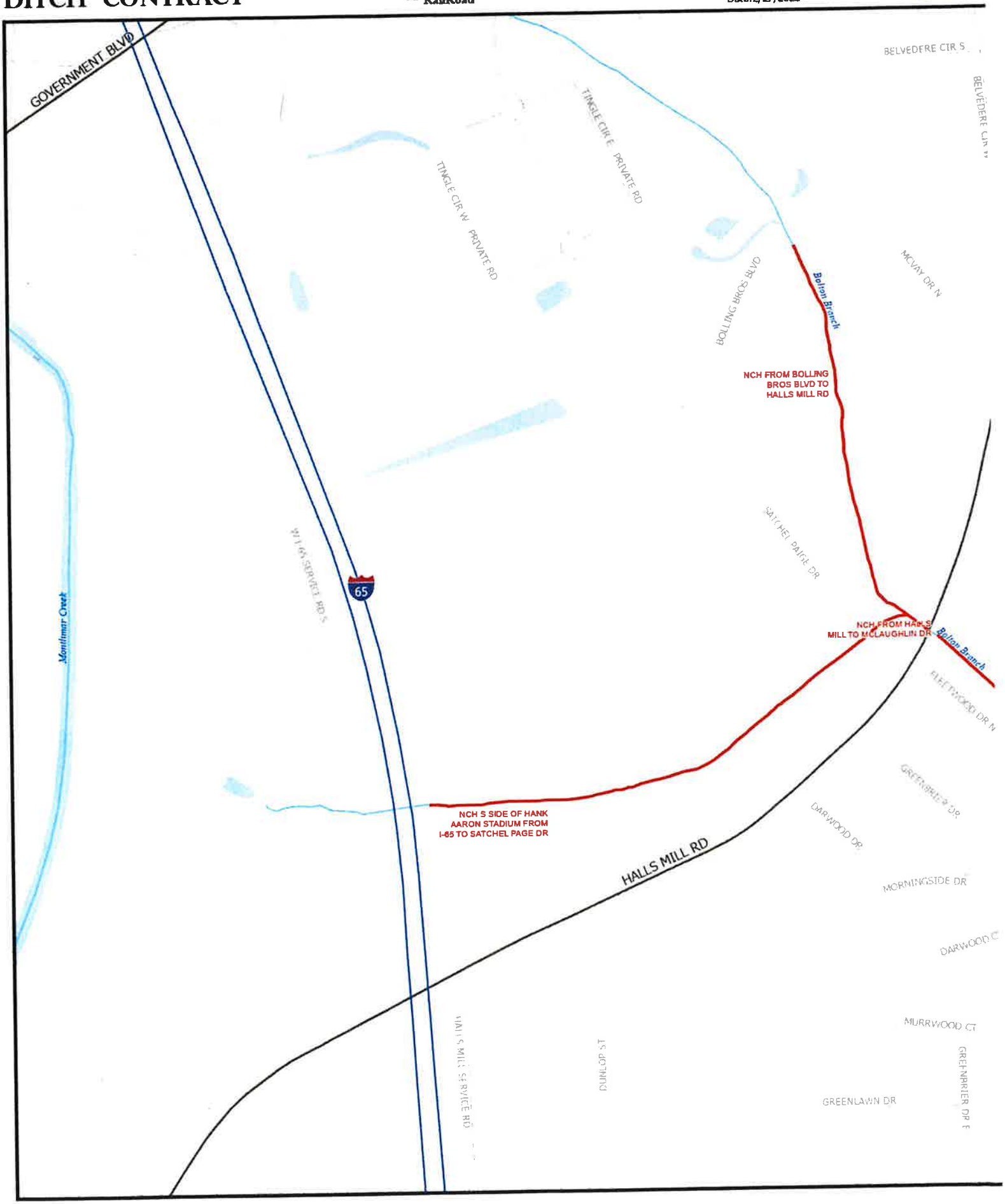

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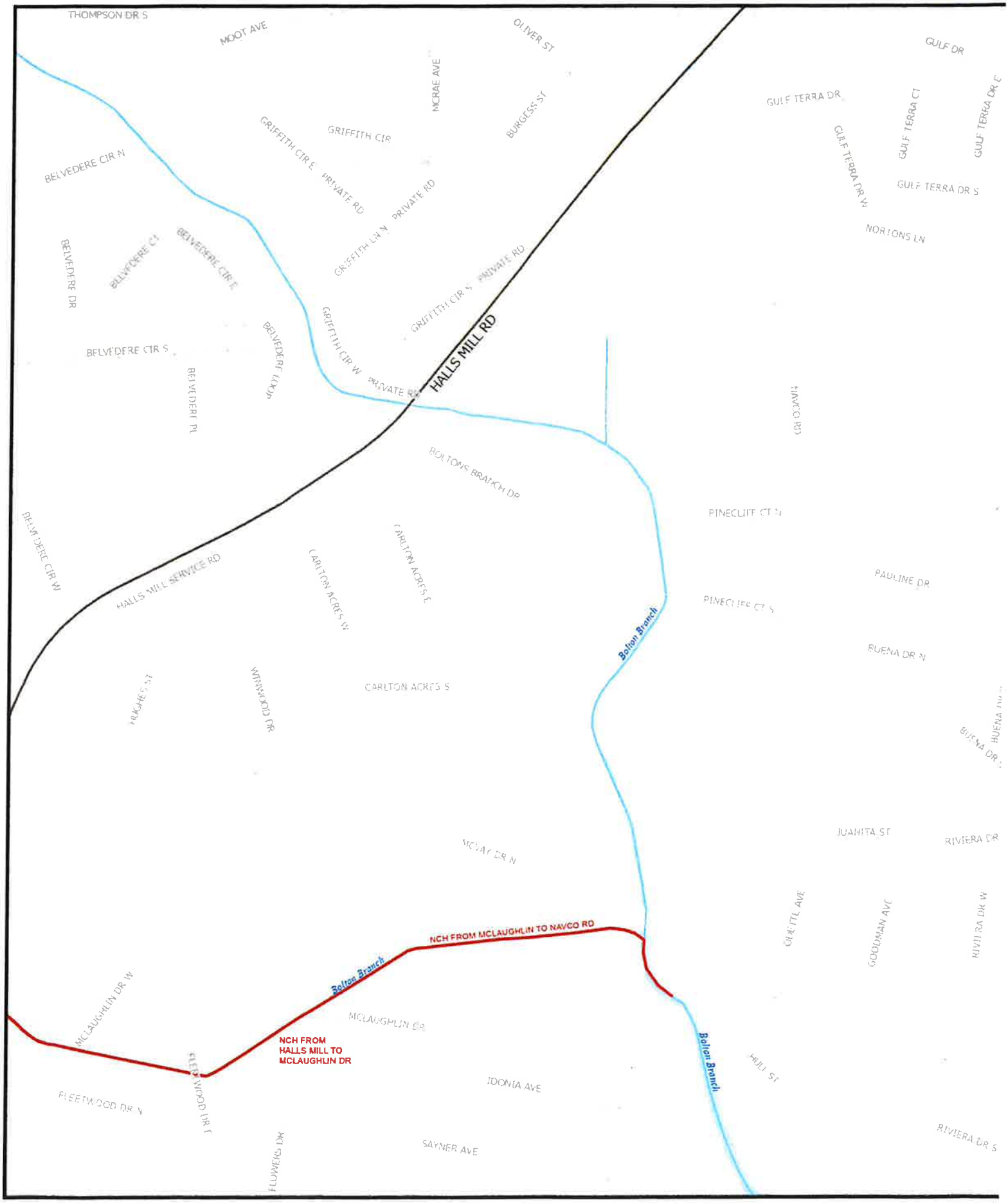

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DITCH CONTRACT

Parcels
Parks
RailRoad
Contract Ditches
Contract Detention Ponds

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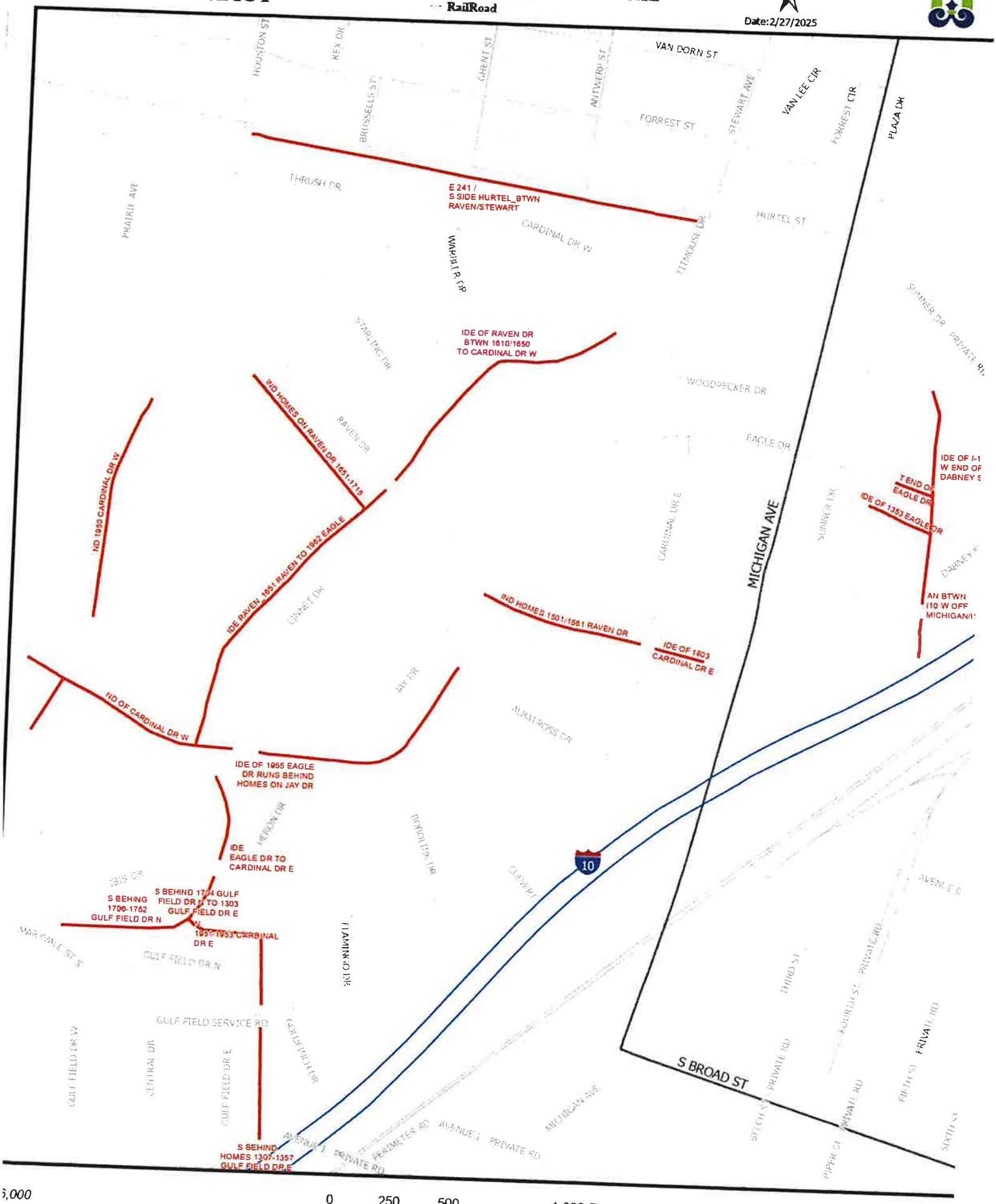
Date:2/27/2025



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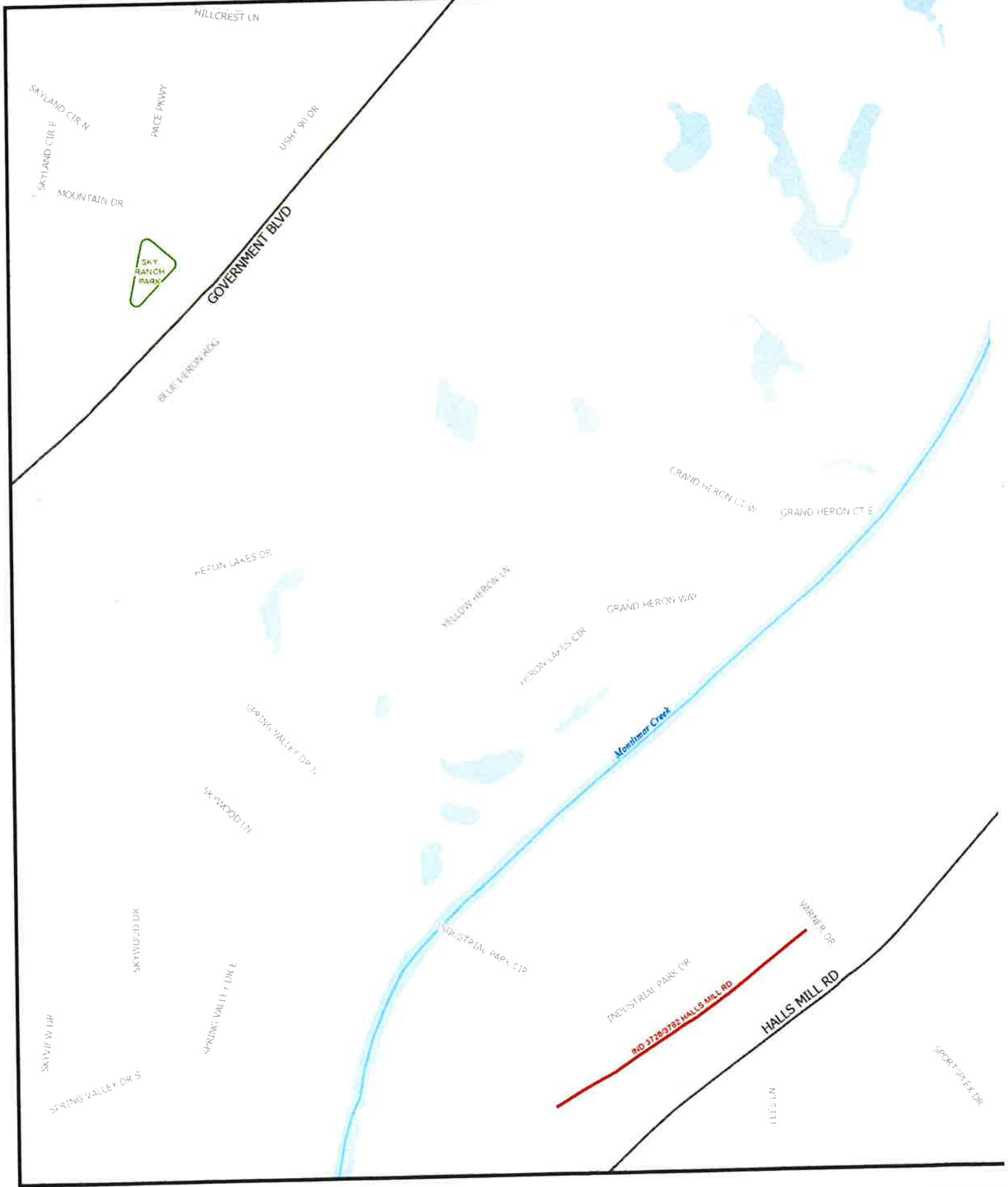

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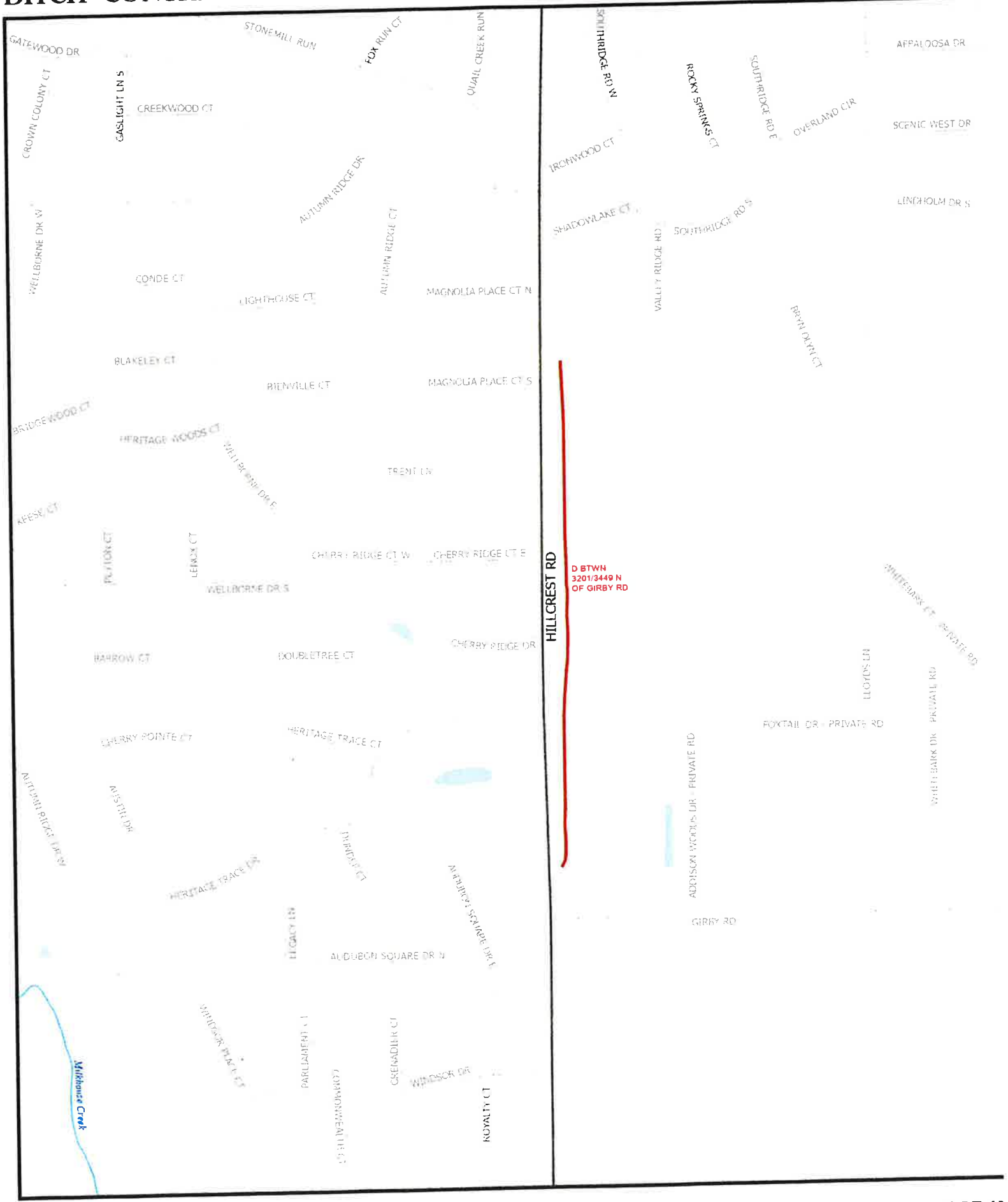

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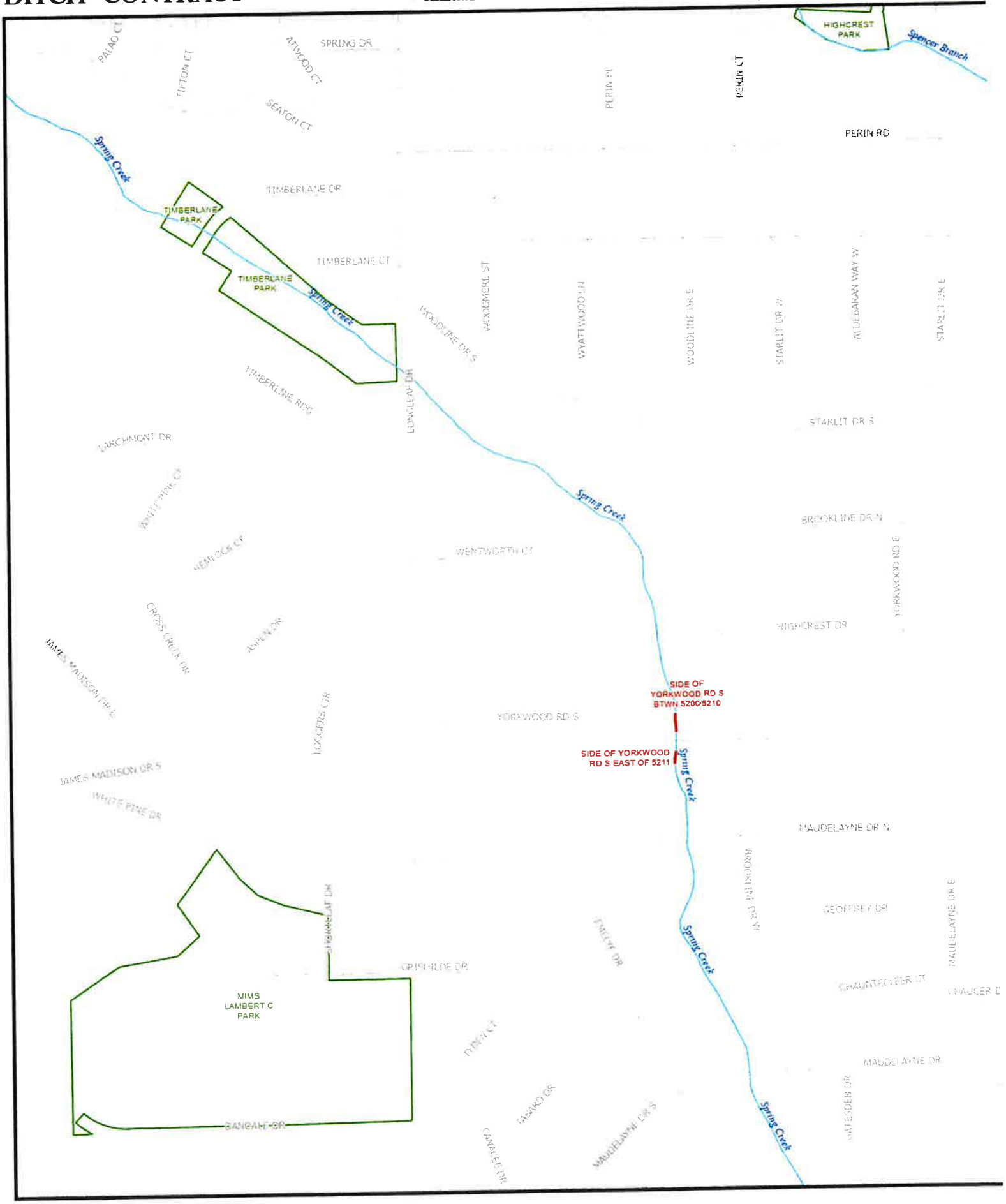

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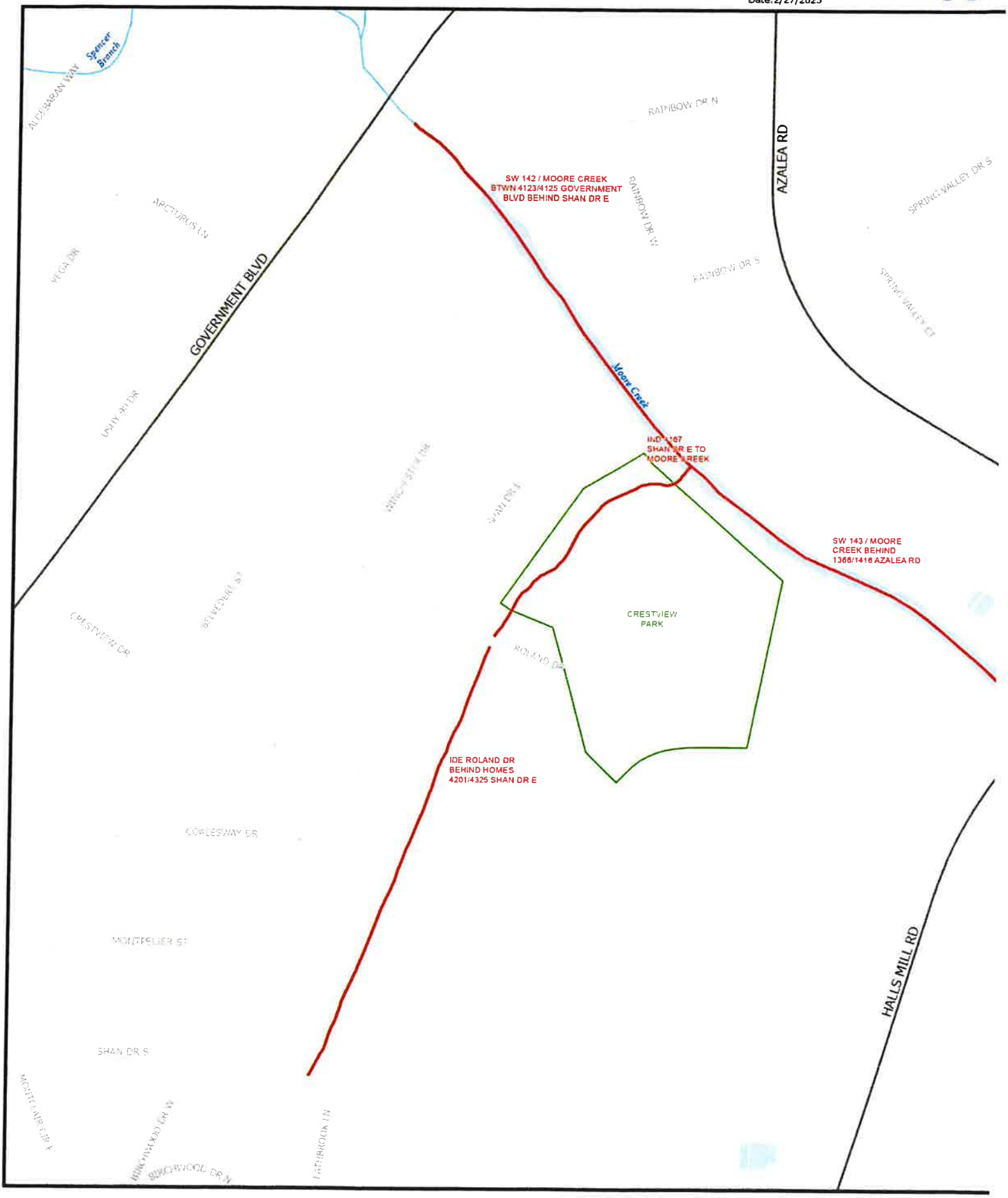

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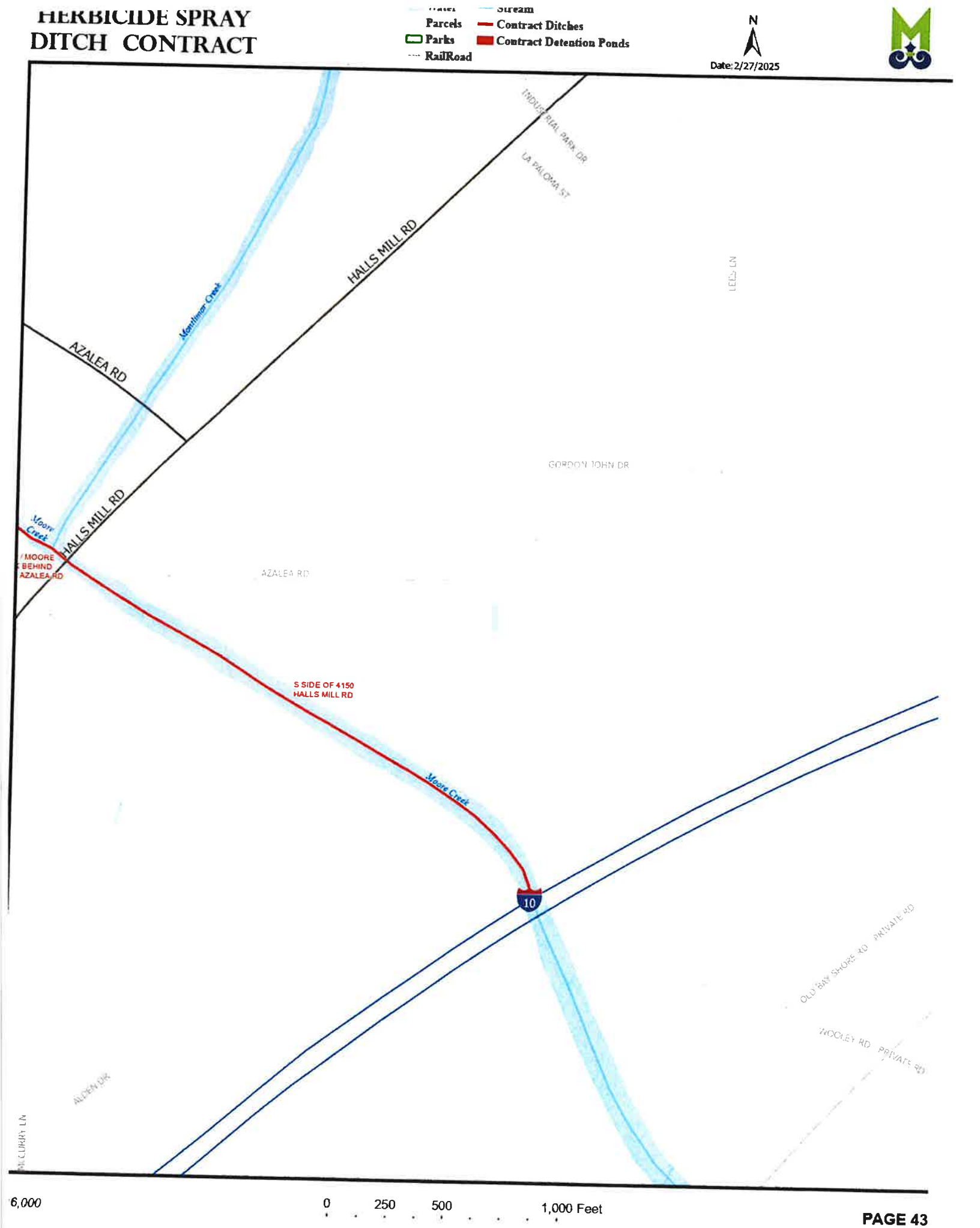

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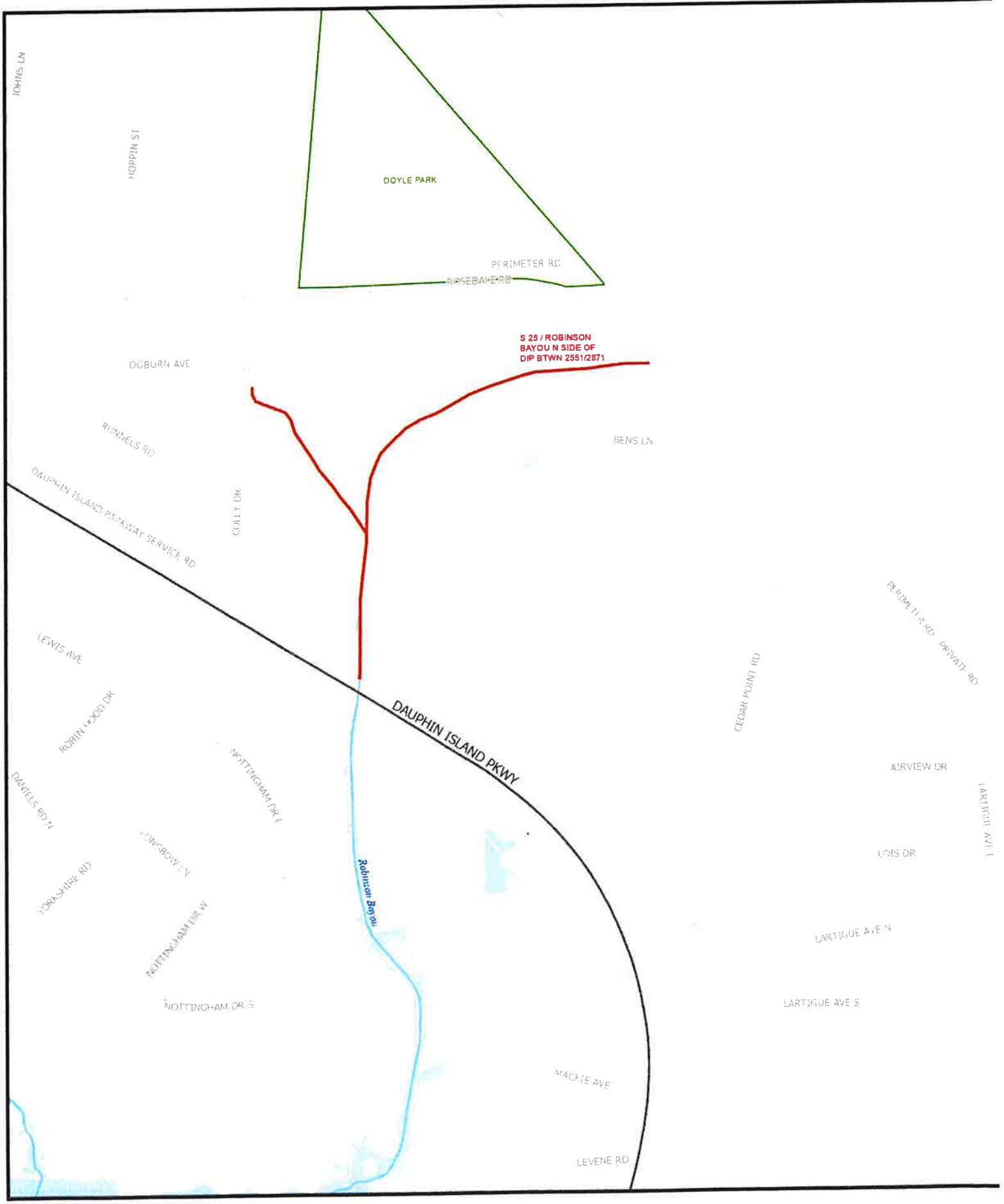

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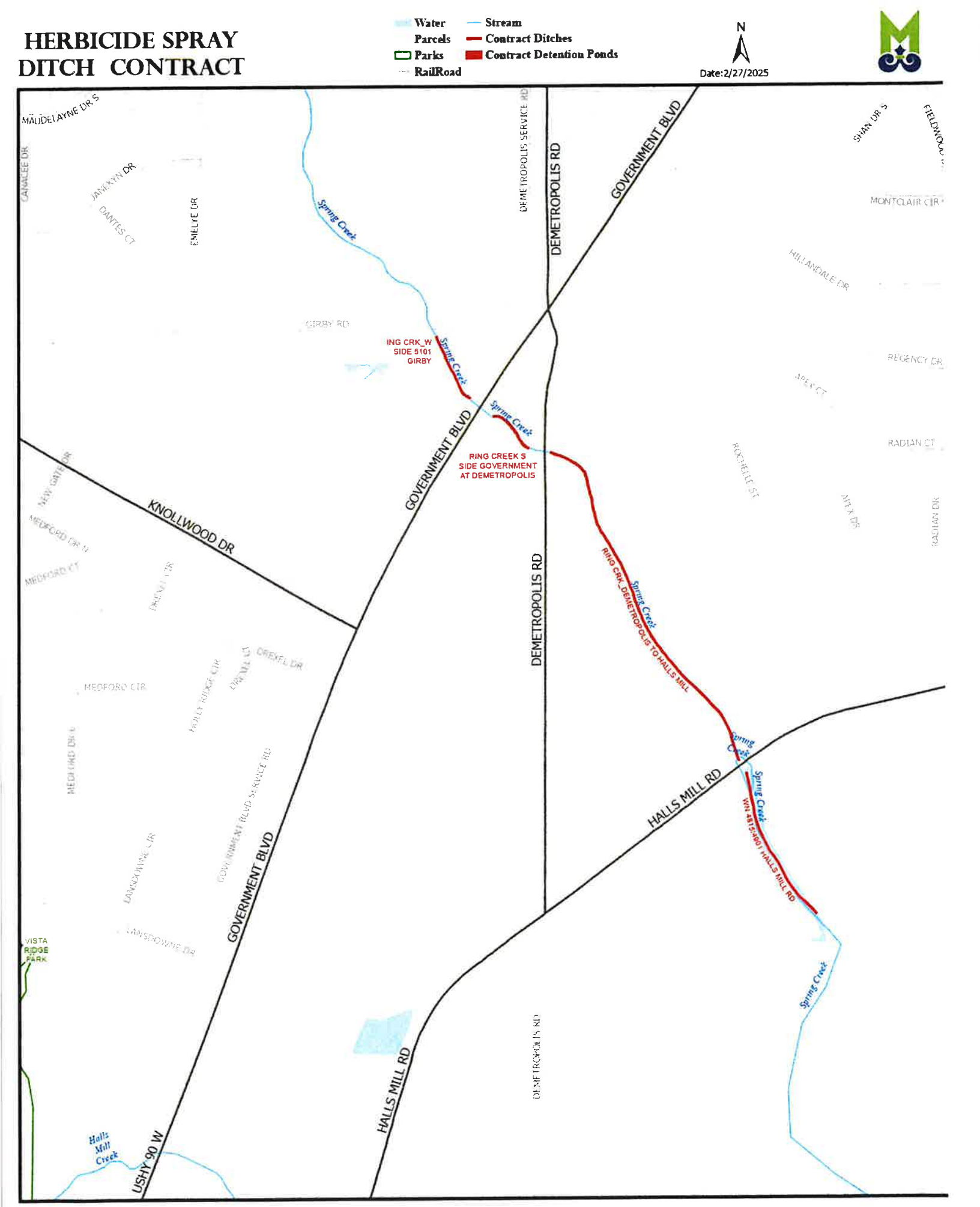

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HERBICIDE SPRAY DITCH CONTRACT

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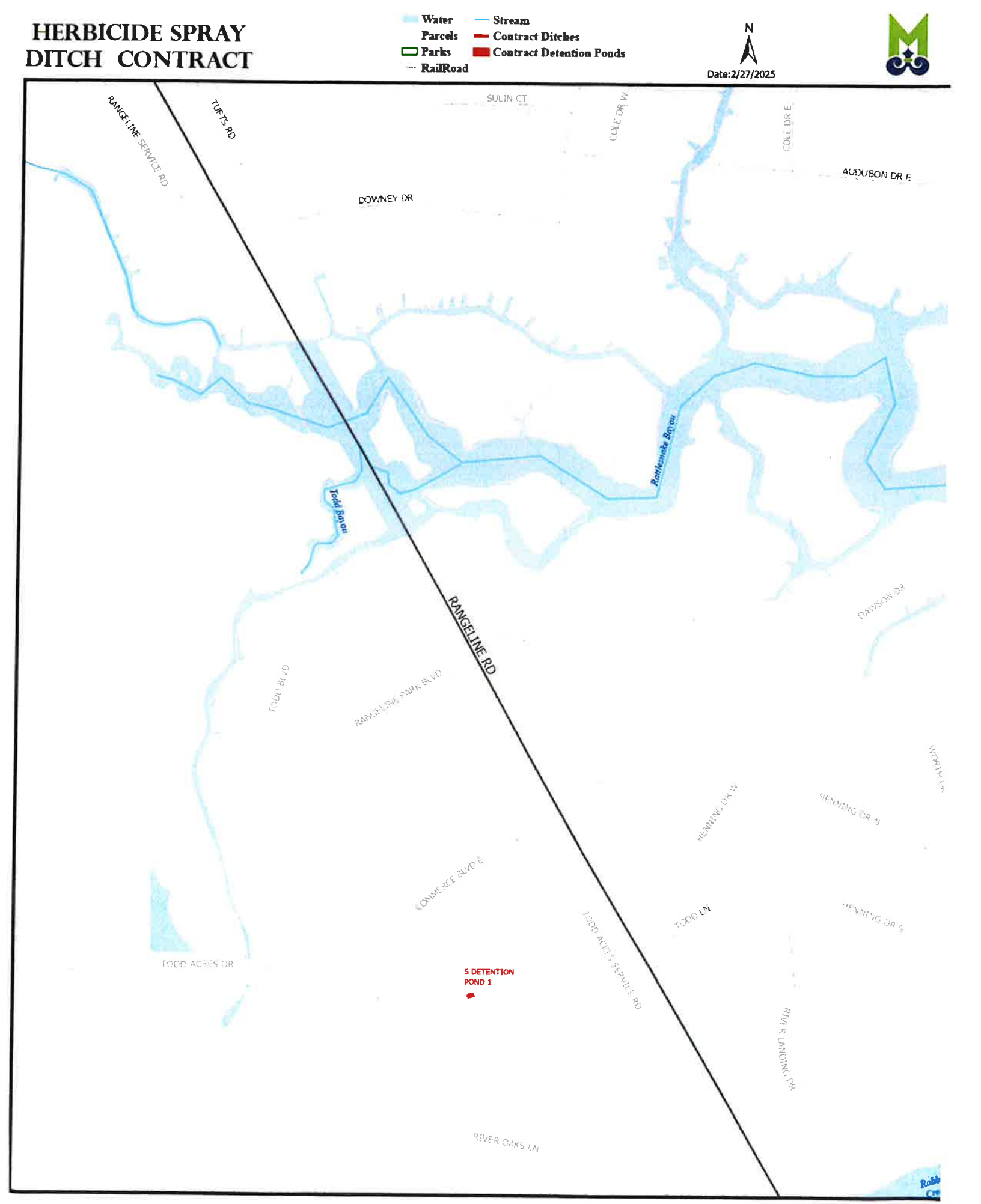

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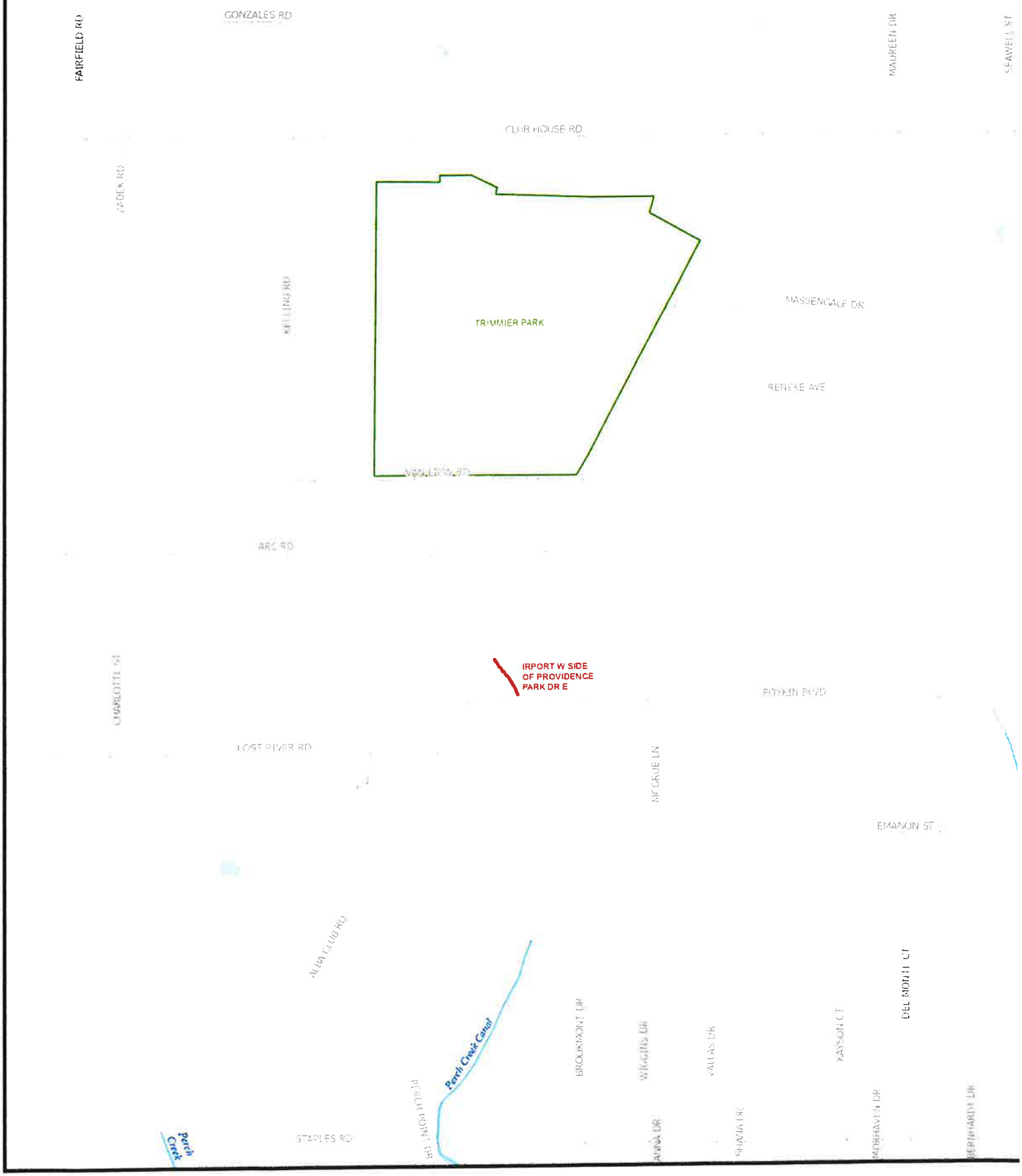

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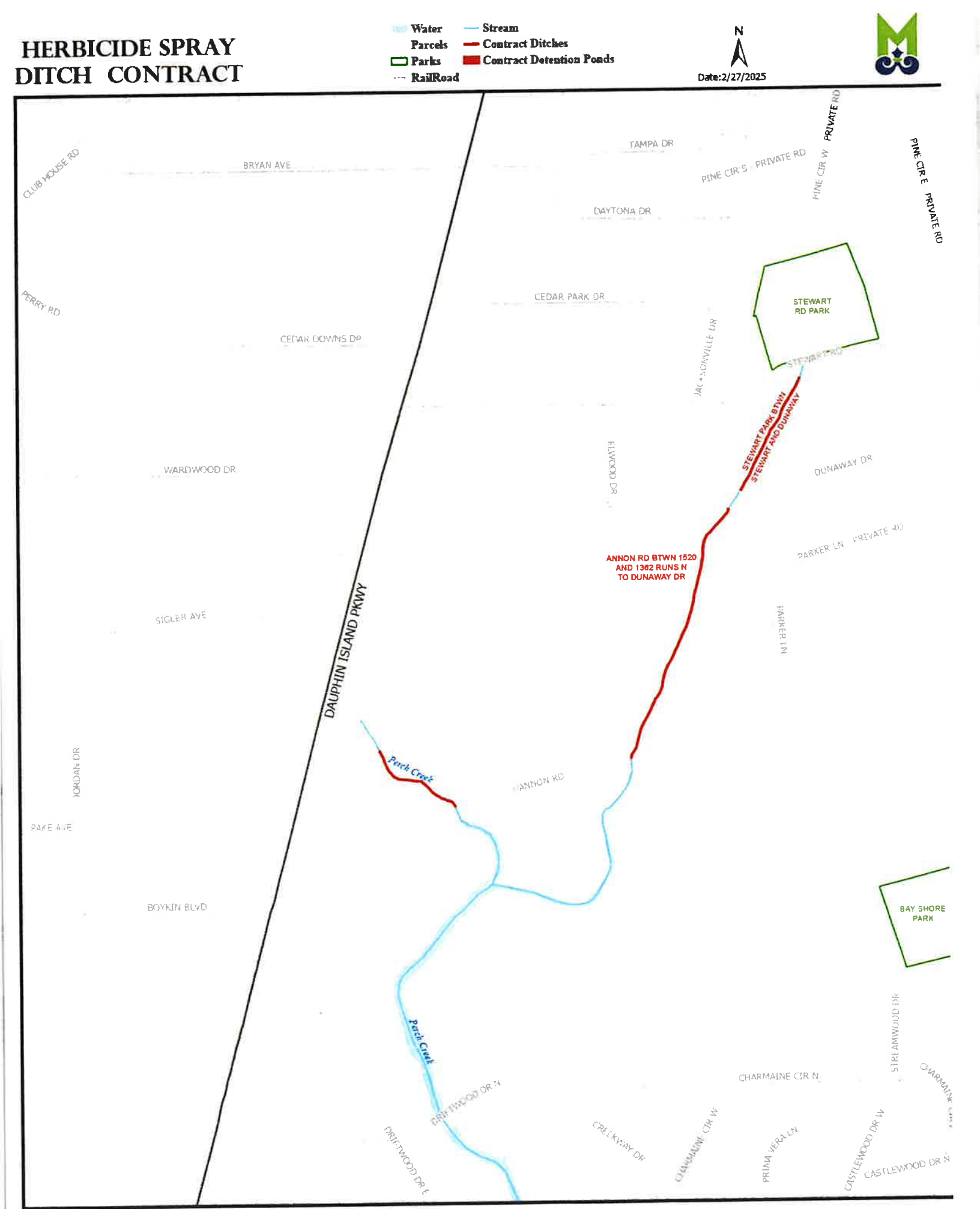

HERBICIDE SPRAY CONTRACT FY25

DETENTION PONDS

NAME	PAGE	AREA	ACRES	PERCENTAGE
NW DETENTION POND 4	1	25198.361	0.578	0.0906
E DETENTION POND 1	10	4729.857	0.109	0.0170
NW DETENTION POND 1	16	69679.749	1.600	0.2506
NW DETENTION POND 5	16	1247.2923	0.029	0.0045
NW DETENTION POND 6	16	1767.9413	0.041	0.0064
NW DETENTION POND 2	17	6603.0733	0.152	0.0238
NW DETENTION POND 3	18	3980.501	0.091	0.0143
E DETENTION POND 3	26	48701.976	1.118	0.1752
E DETENTION POND 2	26	23183.514	0.532	0.0834
SW DETENTION POND 2	29	10693.839	0.245	0.0385
SW DETENTION POND 1	29	30233.776	0.694	0.1087
SW DETENTION POND 4	29	39829.617	0.914	0.1433
SW DETENTION POND 3	29	11595.86	0.266	0.0417
S DETENTION POND 1	47	568.40219	0.013	0.0020
	TOTAL	278,013.76	6.38	100%

CONTRACTED DITCHES

DESCRIPTION	PAGE	LENGTH	LINEAR MILE	PERCENTAGE
DITCH LOCATED AT - NW 56 / W SIDE OF 5755 OVERLOOK RUNS BEHIND HOMESON DIANE DR	2	1565.8853	0.297	0.010
DITCH - NW 58 / UNIVERSITY AND ZEIGLER AT THE RAILROAD W SIDE OF UNIVERSITY	2	183.70065	0.035	0.001
DITCH - NW 125 / N SIDE OF OVERLOOK RD W OF DEERWOOD DR E	2	585.595298	0.111	0.004
DITCH LOCATED AT - NW 49 / N SIDE OF 1504 CARLISLE DR E	2	472.806106	0.090	0.003
DITCH LOCATED AT - NW 153 N SIDE OF 1403 FOREST RIDGE RD W	2	706.904532	0.134	0.005
DITCH LOCATED AT - NW 56 / W SIDE OF 5755 OVERLOOK RUNS BEHIND HOMESON DIANE DR	2	2094.82395	0.397	0.014
DITCH - NW 3 / 1701 W I65 SVC RD N RUNS S BEHIND AL DOT	3	1871.2408	0.354	0.012
DITCH - NW 2 / N OF 2001 W I65 SVC RD N RUNS SOUTH BEHIND BROOKDALE DR W	3	2594.97892	0.491	0.017
DITCH LOCATED AT - E 7 / N SIDE OF 1519 UNION ST	3	678.270119	0.128	0.004
DITCH - E 103 / E SIDE OF SHELBY ST RUNS TO PAPER MILL RD	4	1200.96155	0.227	0.008
DITCH - PAPER MILL RD	4	232.68369	0.044	0.002
DITCH LOCATED AT - NW 91 / TWELVE MILE CREEK BOTANICAL GARDENS	5	2773.32671	0.525	0.018
DITCH LOCATED AT - NW 92 / TWELVE MILE CREEK N OF OLD SHELL RD E SIDE VANDERBILT DR	5	1272.8749	0.241	0.008
DITCH LOCATED AT - THREE MILE CREEK S OF MOFFETT RD AT I-65	6	3867.85649	0.733	0.026
DITCH LOCATED AT - THREE MILE CREEK S OF MOFFETT RD AT I-65	7	24.677698	0.005	0.000
DITCH LOCATED AT - THREE MILE CREEK N OF MOFFETT RD AT I-65	7	1441.56546	0.273	0.010
DITCH - NW 3 / 1701 W I65 SVC RD N RUNS S BEHIND AL DOT	7	1160.86611	0.220	0.008
DITCH LOCATED AT - E 8 / THREE MILE CREEK E SIDE I65_BTWN MEADOR/ARMOUR AVE	7	3404.95662	0.645	0.023
DITCH LOCATED AT - E I 65 SVC RD N S OF BELTLINE PARK DR S	7	773.740125	0.147	0.005
DITCH LOCATED AT - E I 65 SVC RD N S OF BELTLINE PARK DR S	7	26.610688	0.005	0.000
DITCH LOCATED AT - E 7 / N SIDE OF 1519 UNION ST	7	471.006132	0.089	0.003
DITCH LOCATED AT - E I 65 SVC RD N S OF BELTLINE PARK DR S	7	95.83597	0.018	0.001
DITCH LOCATED AT - E 12 / MOBILE ST TO UNIVERSITY HOSPITAL DR	8	656.505553	0.124	0.004
DITCH LOCATED AT - E 8 / THREE MILE CREEK E SIDE I65_BTWN MEADOR/ARMOUR AVE	8	1791.25154	0.339	0.012
DITCH LOCATED AT - E 9 / THREE MILE CREEK BUSH PARK TO MOBILE ST	8	2321.38295	0.440	0.015
DITCH LOCATED AT - E 225 / S SIDE UNIVERSITY HOSPITAL DR E OF MOBILE ST RUNS SOUTH TO STANTON RD	8	562.710905	0.107	0.004
DITCH LOCATED AT - THREE MILE CREEK S OF MOFFETT RD AT I-65	9	769.523293	0.146	0.005
DITCH - E 63 / UNNAMED STREAM BEHIND 136 E I165 SVC RD N	9	521.145925	0.099	0.003
DITCH LOCATED AT - E 225 / S SIDE UNIVERSITY HOSPITAL DR E OF MOBILE ST RUNS SOUTH TO STANTON RD	10	4554.41908	0.863	0.030
DITCH LOCATED AT - E 38 / THREE MILE CREEK FROM STANTON RD TO ST STEPHENS RD	11	2999.52786	0.568	0.020
DITCH LOCATED AT - E 225 / S SIDE UNIVERSITY HOSPITAL DR E OF MOBILE ST RUNS SOUTH TO STANTON RD	11	1459.93196	0.277	0.010
DITCH LOCATED AT - E 38 / THREE MILE CREEK FROM STANTON RD TO ST STEPHENS RD	12	798.06411	0.151	0.005
DITCH LOCATED AT - E 35 / THREE MILE CREEK_E SIDE OF DR MLK JR AVE	12	2054.5412	0.389	0.014
DITCH LOCATED AT - E 35 / THREE MILE CREEK_BTWN ST STEPHENS RD/ DR MLK AVE	12	2104.0142	0.398	0.014
DITCH - E 31 N SIDE SUMPTER ST TO 3 MILE CREEK	13	2062.4431	0.391	0.014
DITCH - E 31 N SIDE SUMPTER ST TO 3 MILE CREEK	13	1884.41494	0.357	0.012
DITCH LOCATED AT - DR MICHAEL E JACKSON BLVD AND E OF MARMOTTE ST	14	787.660595	0.149	0.005
DITCH LOCATED AT - N SIDE OF MORGAN ST BTWN N CEDAR AND N LAWRENCE ST	14	817.88637	0.155	0.005
DITCH LOCATED AT - E 32 Industrial Canal_N SIDE SUMPTER TOVN JACKSON	14	798.149174	0.151	0.005
DITCH LOCATED AT - E 249 Industrial Canal N END JACKSON ST TO CONCEPTION STREET RD	14	960.431268	0.182	0.006
DITCH LOCATED AT - W OF N LAWRENCE ST AND E OF MARMOTTE ST	14	1093.12525	0.207	0.007
DITCH - E 31 N SIDE SUMPTER ST TO 3 MILE CREEK	14	849.311413	0.161	0.006
DITCH - E 31 N SIDE SUMPTER ST TO 3 MILE CREEK	14	1884.41494	0.357	0.012
DITCH - NW 85 / NW SIDE FLAVE PIERCE RD	15	594.305491	0.113	0.004
DITCH LOCATED AT - NW 84 / WOODS SOUTH OF FOURTH ST TO HOLDING POND	16	802.685345	0.152	0.005
DITCH LOCATED AT - NW 81 / E SIDE OF 7370 TENTH ST W OF WINSTON HOPKINS DR	16	402.405295	0.076	0.003

HERBICIDE SPRAY CONTRACT FY25

DETENTION PONDS

NAME	PAGE	AREA	ACRES	PERCENTAGE

CONTRACTED DITCHES

DESCRIPTION	PAGE	LENGTH	LINEAR MILE	PERCENTAGE
DITCH LOCATED AT - NW 82 / S SIDE OF TENTH ST TO EIGHTH ST	16	311.558101	0.059	0.002
DITCH LOCATED AT - NW 83 / WOODS BTWN PERRY/BISHOP PHILLIPS	16	908.625283	0.172	0.006
DITCH - S SIDE OF AIRPORT W SIDE OF PROVIDENCE PARK DR E	17	745.99233	0.141	0.005
DITCH LOCATED AT - NW 87 / TWELVE MILE CREEK BTWN FOREMAN RD/HILLCREST RD	17	310.082581	0.059	0.002
DITCH - EAST OF 7120 CEDAR ST AT CODY RD	17	686.926527	0.130	0.005
DITCH LOCATED AT - DITCH ON THE W SIDE OF CODY RD S OF OLD SHELL RD	17	430.87354	0.082	0.003
DITCH LOCATED AT - OF ROW SOUTH OF FINCHER RD AND NORTH OF OLD SHELL RD	18	237.643851	0.045	0.002
DITCH LOCATED AT - NW 92 / TWELVE MILE CREEK E OF S UNIVERSITY BLVD AND S OF OLD SHELL RD	19	413.650873	0.078	0.003
DITCH LOCATED AT - NW 92 / TWELVE MILE CREEK N OF OLD SHELL RD E SIDE VANDERBILT DR	19	722.614927	0.137	0.005
DITCH LOCATED AT - NW 92 / TWELVE MILE CREEK E SIDE S UNIVERSITY BLVD TO EAST DR	19	2712.30695	0.514	0.018
DITCH LOCATED AT - NW 92 / TWELVE MILE CREEK N OF OLD SHELL RD E SIDE VANDERBILT DR	19	1840.71249	0.349	0.012
DITCH - SW 198 / BEHIND 718 DOWNTOWNER LOOP W	20	91.616642	0.017	0.001
DITCH - E 66 / UNNAMED STREAM N SIDE OF 3280 DAUPHIN ST SVC RD	21	670.047454	0.127	0.004
DITCH - E 67 / UNNAMED STREAM W OF 3270 DAUPHIN ST	21	756.466313	0.143	0.005
DITCH - E 64 / BTWN 134 AND 136 E I65 SVC RD N	21	455.847746	0.086	0.003
DITCH - E 65 / UNNAMED STREAM BEHIND 104 E I65 SVC RD N	21	1127.37097	0.214	0.007
DITCH LOCATED AT - NW 112 / S SIDE OF COLLEGE LN S BTWN DU RHU AND RIMES RD	21	1070.32685	0.203	0.007
DITCH LOCATED AT - NW 113 / DITCH ON N SIDE OF DAUPHIN ST E OF RIMES RD	21	201.327346	0.038	0.001
DITCH LOCATED AT - NW 112 / S SIDE OF COLLEGE LN S BTWN DU RHU AND RIMES RD	21	1425.19055	0.270	0.009
DITCH LOCATED AT - E 262 / ESLAVA CREEK E OF SPRINGDALE MALL	21	209.968996	0.040	0.001
DITCH - E 63 / UNNAMED STREAM BEHIND 136 E I165 SVC RD N	21	115.552972	0.022	0.001
DITCH LOCATED AT - E 262 / ESLAVA CREEK E OF SPRINGDALE MALL	21	2449.04379	0.464	0.016
DITCH LOCATED AT - NW 114 / S SIDE OF DAUPHIN E SIDE OF CLARIDGE RD E	21	773.174524	0.146	0.005
DITCH LOCATED AT - E 303 / ESLAVA CREEK BTWN AIRPORT SERVC RD & BELAIR	22	319.439016	0.060	0.002
DITCH LOCATED AT - E 262 / ESLAVA CREEK E OF SPRINGDALE MALL	22	2623.65852	0.497	0.017
DITCH LOCATED AT - E 198 / ESLAVA CREEK W SIDE OF BEL AIR BLVD	22	185.517967	0.035	0.001
DITCH LOCATED AT - E 94 / WOODCOCK CREEK BTWN GRAFHILL DR S & THORNHILL	23	65.619773	0.012	0.000
DITCH LOCATED AT - E 97 / E SIDE OF MOUNT ISLAND DR BEHIND HOMES	24	86.153992	0.016	0.001
DITCH LOCATED AT - E 96 / E SIDE OF FLORIDA ST BEHIND WALTON AVE HOMES	24	1193.45029	0.226	0.008
DITCH LOCATED AT - E 95 / WOODCOCK CREEK BTWN BRIERWOOD & GRANT	24	1919.28368	0.364	0.013
DITCH - DITCH EAST OF BARKSDALE DR TO ESLAVA CREEK	24	1003.17752	0.190	0.007
DITCH LOCATED AT - E 94 / WOODCOCK CREEK BTWN GRAFHILL DR S & THORNHILL	24	411.983513	0.078	0.003
DITCH LOCATED AT - E 101 / WOODCOCK CREEK BTWN WESTWOOD ST & CRENSHAW	25	279.648705	0.053	0.002
DITCH LOCATED AT - E 308 / S SIDE OF AIRPORT BLVD BEHIND HOMES ON BROMLEY PL	25	769.587219	0.146	0.005
DITCH LOCATED AT - E 98 / BEHIND 258 MOUNT ISLAND DR E	25	521.138091	0.099	0.003
DITCH LOCATED AT - E 101 / WOODCOCK CREEK BTWN PINEHILL DR AND MORGAN AVE	25	259.845282	0.049	0.002
DITCH LOCATED AT - E 97 / E SIDE OF MOUNT ISLAND DR BEHIND HOMES	25	775.460417	0.147	0.005
DITCH LOCATED AT - E 101 / WOODCOCK CREEK BTWN MORGAN AVE AND SEMINOLE ST	25	267.015729	0.051	0.002
DITCH LOCATED AT - E 99 / WOODCOCK CREEK BTWN 250 MOUNT ISLAND DR E AND 2451 MOUNT ISLAND DR N	25	329.109692	0.062	0.002
DITCH LOCATED AT - E 101 / WOODCOCK CREEK BTWN SEMINOLE ST DR AND WESTWOOD ST	25	278.770672	0.053	0.002
DITCH - E 306 / ICE HOUSE BRANCH BTWN WILLIAMS ST AND JOHNSTON AVE	25	490.132101	0.093	0.003
DITCH LOCATED AT - E 100 / WOODCOCK CREEK BTWN PHILL AND MT ISLAND DR E	25	484.891489	0.092	0.003
DITCH LOCATED SOUTH OF LADD PEEBLES STADIUM BY RR TRACK	26	1040.07329	0.197	0.007
DITCH - TENNESSEE ST BTWN GAYLE ST AND CHARLES ST	27	326.801151	0.062	0.002
DITCH - TENNESSEE ST BTWN CHARLES ST AND MARINE ST	27	346.32196	0.066	0.002
DITCH - TENNESSEE ST BTWN MARINE ST AND S BROAD ST	27	356.039263	0.067	0.002

HERBICIDE SPRAY CONTRACT FY25

DETENTION PONDS

NAME	PAGE	AREA	ACRES	PERCENTAGE

CONTRACTED DITCHES

DESCRIPTION	PAGE	LENGTH	LINEAR MILE	PERCENTAGE
DITCH - TENNESSE ST BTWN ANN ST AND OWENS ST	27	1141.11956	0.216	0.008
DITCH - TENNESSEE ST BTWN OWENS ST AND GAYLE ST	27	1475.15848	0.279	0.010
DITCH - S SIDE S FRANKLIN ST E SIDE OF S HAMILTON ST	28	289.025916	0.055	0.002
DITCH - TENNESSEE ST BTWN S SCOTT ST AND I-10	28	718.286795	0.136	0.005
DITCH - TENNESSEE ST BTWN S BROAD ST AND S WASHINGTON AVE	28	273.38908	0.052	0.002
DITCH - N SIDE OF PILLANS ST E OF 206 PILLANS ST TO RR TRACKS	28	449.580045	0.085	0.003
DITCH - TENNESSEE ST BTWN S SCOTT ST WILKINSON ST	28	155.762617	0.030	0.001
DITCH - TENNESSEE ST BTWN MARINE ST AND S BROAD ST	28	7.871547	0.001	0.000
DITCH - S END OF S CONCEPTION ST AT RR TRACKS	28	147.815036	0.028	0.001
DITCH - TENNESSEE ST BTWN S WASHINGTON AVE AND S SCOTT ST	28	406.717985	0.077	0.003
DITCH - TENNESSEE ST BTWN WILKINSON ST AND FRONTAGE RD	28	301.668929	0.057	0.002
DITCH LOCATED AT - SW 114 / S SIDE OF 1009 WESLEY AVE	29	3.118836	0.001	0.000
DITCH LOCATED AT - SW 8 / N SIDE OF 1061 WILDWOOD AVE	29	267.676659	0.051	0.002
DITCH LOCATED AT - SW 114 / S SIDE OF 1009 WESLEY AVE	29	476.216912	0.090	0.003
DITCH LOCATED AT - SW 114 / S SIDE OF 1009 WESLEY AVE	29	145.827087	0.028	0.001
DITCH LOCATED AT - SW 203 / S SIDE OF 445 AZALEA RD (ST MARK UNITED METHODIST SCHOOL)	30	535.861313	0.101	0.004
DITCH LOCATED AT - SW 203 / BOLTON BRANCH BTWN AZALEA & DAVIDSON SCHOOL	31	478.868697	0.091	0.003
DITCH LOCATED AT - SW 203 / S SIDE OF 445 AZALEA RD (ST MARK UNITED METHODIST SCHOOL)	31	1544.74981	0.293	0.010
DITCH LOCATED AT - SW 204 / S SIDE OF MICHAEL BLVD BTWN DAVIDSON SCHOOL DR AND MONTLIMAR DR	31	2226.04087	0.422	0.015
DITCH LOCATED AT - SW 204 / S SIDE OF MICHAEL BLVD BTWN DAVIDSON SCHOOL DR AND MONTLIMAR DR	31	71.606879	0.014	0.000
DITCH LOCATED AT - SW 204 / S SIDE OF MICHAEL BLVD BTWN DAVIDSON SCHOOL DR AND MONTLIMAR DR	32	1150.37082	0.218	0.008
DITCH - E 279 / BTWN 1419 AND 1431 E I-65 SERVICE RD S	32	360.711706	0.068	0.002
DITCH LOCATED AT - SW 204 / S SIDE OF MICHAEL BLVD BTWN DAVIDSON SCHOOL DR AND MONTLIMAR DR	32	71.606879	0.014	0.000
DITCH - E 279 / BTWN 1419 AND 1431 E I-65 SERVICE RD S	33	398.907016	0.076	0.003
DITCH - E 306 / ICE HOUSE BRANCH BTWN WILLIAMS ST AND JOHNSTON AVE	34	468.477279	0.089	0.003
DITCH - E 307 / S SIDE OF BANKHEAD ST BTWN 701 HOLCOMBE AVE AND 2053 BANKHEAD ST	34	434.85222	0.082	0.003
DITCH - BOLTONS BRANCH FROM BOLLING BROS BLVD TO HALLS MILL RD	35	1739.43777	0.329	0.012
DITCH - BOLTONS BRANCH S SIDE OF HANK AARON STADIUM FROM I-65 TO SATCHEL PAGE DR	35	2193.72399	0.415	0.015
DITCH - BOLTONS BRANCH FROM HALLS MILL TO MCLAUGHLIN DR	35	360.334527	0.068	0.002
DITCH - BOLTONS BRANCH FROM MCLAUGHLIN TO NAVCO RD	36	1745.40076	0.331	0.012
DITCH - BOLTONS BRANCH FROM HALLS MILL TO MCLAUGHLIN DR	36	1321.2665	0.250	0.009
DITCH - E 177 / BTWN 1951/1953 CARDINAL DR E	37	207.067463	0.039	0.001
DITCH - E 190 / S SIDE OF 1353 EAGLE DR	37	287.555121	0.054	0.002
DITCH - IBIS DR	37	249.895857	0.047	0.002
DITCH - E 189 / EAST END OF EAGLE DR	37	167.13794	0.032	0.001
DITCH LOCATED AT - E 241 / S SIDE HURTEL_BTWN RAVEN/STEWART	37	308.472277	0.058	0.002
DITCH - E 185 / W SIDE OF 1955 EAGLE DR RUNS BEHIND HOMES ON JAY DR	37	1032.54294	0.196	0.007
DITCH - E 182 / BEHIND HOMES ON RAVEN DR 1651-1715	37	732.840955	0.139	0.005
DITCH - E 290 / N SIDE OF I-10 W END OF DABNEY ST	37	897.922287	0.170	0.006
DITCH - E 186 / BEHIND HOMES 1501/1561 RAVEN DR	37	694.628977	0.132	0.005
DITCH - E 183 / S SIDE RAVEN_1651 RAVEN TO 1962 EAGLE	37	1370.795	0.260	0.009
DITCH LOCATED AT - E 241 / S SIDE HURTEL_BTWN RAVEN/STEWART	37	1121.92371	0.212	0.007
DITCH - E 179 / RUNS BEHIND 1704 GULF FIELD DR N TO 1303 GULF FIELD DR E	37	598.730527	0.113	0.004
DITCH LOCATED AT - E 241 / S SIDE HURTEL_BTWN RAVEN/STEWART	37	198.567805	0.038	0.001
DITCH - E 181 / N SIDE OF RAVEN DR BTWN 1610/1650 TO CARDINAL DR W	37	1176.27557	0.223	0.008
DITCH - E 180 / RUNS BEHIND HOMES 1307-1357 GULF FIELD DR E	37	470.638608	0.089	0.003

HERBICIDE SPRAY CONTRACT FY25

DETENTION PONDS

NAME	PAGE	AREA	ACRES	PERCENTAGE

CONTRACTED DITCHES

DESCRIPTION	PAGE	LENGTH	LINEAR MILE	PERCENTAGE
DITCH - IBIS DR	37	175.018339	0.033	0.001
DITCH - E 174 / N END OF CARDINAL DR W	37	777.97548	0.147	0.005
DITCH - E 176 / S SIDE EAGLE DR TO CARDINAL DR E	37	361.169443	0.068	0.002
DITCH - E 60 / BEHIND 1950 CARDINAL DR W	37	956.840179	0.181	0.006
DITCH - E 178 / RUNS BEHING 1706-1752 GULF FIELD DR N	37	541.420466	0.103	0.004
DITCH LOCATED AT - E 241 / S SIDE HURTEL_BTWN RAVEN/STEWART	37	297.092409	0.056	0.002
DITCH - E 34 / MEDIAN BTWN I10 W OFF MICHIGAN/I10	37	161.767429	0.031	0.001
DITCH - E 187 / N SIDE OF 1803 CARDINAL DR E	37	214.659205	0.041	0.001
DITCH - SW 80 / BEHIND 3726/3782 HALLS MILL RD	38	1251.858	0.237	0.008
DITCH - W SIDE OF 2225 FIRST ST	39	170.631406	0.032	0.001
DITCH - HILLCREST RD BTWN 3201/3449 N OF GIRBY RD	40	2066.06187	0.391	0.014
DITCH - SW 185 / N SIDE OF YORKWOOD RD S BTWN 5200/5210	41	75.741006	0.014	0.001
DITCH - SW 186 / S SIDE OF YORKWOOD RD S EAST OF 5211	41	52.641223	0.010	0.000
DITCH LOCATED AT - SW 143 / MOORE CREEK BEHIND 1366/1416 AZALEA RD	42	1556.49536	0.295	0.010
DITCH - SW 69 / BEHIND 4167 SHAN DR E TO MOORE CREEK	42	1117.85286	0.212	0.007
DITCH LOCATED AT - SW 142 / MOORE CREEK BTWN 4123/4125 GOVERNMENT BLVD BEHIND SHAN DR E	42	1822.03922	0.345	0.012
DITCH - SW 68 / S SIDE ROLAND DR BEHIND HOMES 4201/4325 SHAN DR E	42	1900.22077	0.360	0.013
DITCH - MOORE CREEK S SIDE OF 4150 HALLS MILL RD	43	2592.19148	0.491	0.017
DITCH LOCATED AT - SW 143 / MOORE CREEK BEHIND 1366/1416 AZALEA RD	43	175.211051	0.033	0.001
DITCH LOCATED AT - S 25 / ROBINSON BAYOU N SIDE OF DIP BTWN 2551/2571	44	782.168908	0.148	0.005
DITCH LOCATED AT - S 25 / ROBINSON BAYOU N SIDE OF DIP BTWN 2551/2571	44	1525.58361	0.289	0.010
DITCH LOCATED AT - S 25 / ROBINSON BAYOU N SIDE OF DIP BTWN 2551/2571	44	594.451685	0.113	0.004
DITCH - SW 194 / SPRING CRK_DEMETROPOLIS TO HALLS MILL	45	1622.96492	0.307	0.011
DITCH - SW 83 / SPRING CRK_W SIDE 5101 GIRBY	45	318.827457	0.060	0.002
DITCH - SW 196 / BTWN 4815/4901 HALLS MILL RD	45	703.216525	0.133	0.005
DITCH - SW 195 / SPRING CREEK S SIDE GOVERNMENT AT DEMETROPOLIS	45	224.772883	0.043	0.001
DITCH - N SIDE OF 5675 USHY 90 W	46	368.854556	0.070	0.002
DITCH - S 88 / HWY 90_S SIDE 5631 USHY 90 W	46	646.897872	0.123	0.004
DITCH - N SIDE OF 5675 USHY 90 W	46	695.916534	0.132	0.005
DITCH - S SIDE OF AIRPORT W SIDE OF PROVIDENCE PARK DR E	48	176.299855	0.033	0.001
DITCH - S 43 / S OF STEWART PARK BTWN STEWART AND DUNAWAY	49	556.45498	0.105	0.004
DITCH - N SIDE OF HANNON RD BTWN 1520 AND 1362 RUNS N TO DUNAWAY DR	49	1182.84083	0.224	0.008
DITCH - HANNON RD	49	443.134776	0.084	0.003
	TOTAL	151,017.18	28.602	100%

Service Contracts over $15,000, subject to Ala. §41-16-50 *et seq.* (1975)

City of Mobile

Project:

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20__, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, _____ (hereinafter "Provider"), a for profit company organized under the laws of the State of Alabama and qualified to do business in Alabama.

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. **Scope of the Work.** The service, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein.

ARTICLE 2. **Insurance**: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability insurance – public liability including premises, products and complete operations.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence
(2) Property damage liability - $100,000 each occurrence.
Or, (in lieu of (1) and (2) above
(3) Bodily injury and property damage combined – $500,000 per occurrence

b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence
(2) Property damage liability - $100,000 each occurrence.
(3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined – $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, $1,000,000.00 per event.

ARTICLE 3. **Breach of Contract**: In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage

the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Provider agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

ARTICLE 4. Indemnification: Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Provider hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. Licenses, permits, etc.: Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. See Exhibit C which is attached hereto and incorporated by reference herein.

ARTICLE 8. **No Agency Relationship Created**: Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 9. **Nondiscrimination**: Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 10. **Method of Payment**: Provider shall provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or P. O. Box 389, Mobile, AL. 36601

ARTICLE 11. **Termination of Contract**: The City or Provider may terminate the Agreement upon thirty (30) days' written notice. Notice from the City shall be mailed to the address provided by the Provider on this form. Notice to the City shall be addressed to ATTN: Purchasing Agent, City of Mobile Purchasing Department, South Tower – Room 408S, 205 Government Street, Mobile, AL 36602, or P. O. Box 1948, Mobile, AL 36633. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 12. **Assertion of Rights**: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices: Notice for the City shall be mailed to:

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

Notices to Provider shall be mailed to:

_____

_____

ARTICLE 14. Compliance with 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.

Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as Exhibit D and incorporated by reference herein.

ARTICLE 15. Boycott

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

ARTICLE 16. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Provider by such duly authorized officers or individuals as may be required by law.

PROVIDER,

_____, Its _____ (title)

On behalf of _____

_____ Date

State of Alabama

Mobile County

I, _____, a Notary public in and for said County and State, hereby certify that _____, whose name is known to me, acknowledged before me on this the _____ day of _____, 20__, that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

_____
Notary Public
My Commission expires on: _____

CITY,

_____
Its Mayor

_____ Date

ATTEST:

_____
City Clerk

_____ Date

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 22, 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 Joe Bullard Chevrolet for one 2025 or newer Chevrolet Silverado 2500 4WD crew cab pickup truck for Animal Services.

Amount of Contract:
$60,424.00

Funding Source
General fund.

ATTACHMENTS:
1. 20250714 Bullard Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 22 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 Joe Bullard Chevrolet

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Joe Bullard Chevrolet for one 2025 or newer Chevrolet Silverado 2500 4WD crew cab pickup truck for Animal Services.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $60,424.00

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 5964

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:
5% Local vendor preference.

R E S O L U T I O N

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
27333	2025	(F7000) MOTOR POOL	ONE 2025 OR NEW CHEVROLET SILVERADO 2500 4WD CREW CAB PICKUP TRUCK FOR ANIMAL SERVICES (SEALED BID 5964)	$60,424.00	(296800) JOE BULLARD CHEVROLET

Adopted:

_____
City Clerk

Bill To	Requisition 00027333-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.23.1546.1546.2300.0000.0000.45040. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
JOE BULLARD CHEVROLET 2900 GOVERNMENT STREET MOBILE, AL 36606 Tel#251-259-8525 Fax 251-476-0862	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
07/11/25	296800				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 OR NEWER CHEVY SILVERADO 2500 4X4 CREW CAB 82.25" STANDARD BED LENGTH AS FOLLOWS: 6.6L V8 GAS ENGINE;10-SPEED AUTOMATIC TRANSMISSION;GVW RATING-10,850 POUNDS;ANTI-SPIN DIFFERENTIAL REAR AXLE;AUXILIARY 730 COLD-CRANKING AMPS BATTERY;INTEGRATED TRAILER BRAKE CONTROLLER;AUTOTRAC 2-SPEED TRANSFER CASEW/PUSH BUTTON CONTROLS; EXTERIOR AS FOLLOWS: MONOTON COLOR-BLACK;LED HEADLIGHTS AND FOG LIGHTS;BLACK CAB LENGTH RUNNING BOARDS;SPRAY-IN BEDLINER; 18" MACHINED ALUMINUM WHEELS WITH ALL-SEASON BLACKWALL TIRES;RECOVERY TOW HOOKS;REMOTE LOCKING TAILGATE;BLACK OUTSIDE POWER-ADJUSTABLE VERTICAL TRAILERING MIRRORS WITH POWER FOLDING/MANUAL EXTENDING AUTO-DIMMIN DRIVER UPPER GLASS;6" BLACK RECTANGULAR ASSIST STEPS; INTERIOR AS FOLLOWS: JET BLACK, CLOTH SEAT TRIM;FRONT BUCKET SEATS WITH CENTER CONSOLE;POWER WINDOWS & DOOR LOCKS;POWER DRIVER SEAT;INSIDE REARVIEW AUTO-DIMMING MIRROR; SAFETY/TECHNOLOGY AS FOLLOWS: 13.4" CHEVROLET	1.00 EACH	60424.00000	60424.00

Bill To	Requisition 00027333-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.23.1546.1546.2300.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
JOE BULLARD CHEVROLET	MOTOR POOL - ATTN: ADAM LYNN
2900 GOVERNMENT STREET	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36606	AGEET@CITYOFMOBILE.ORG
Tel#251-259-8525	Delivery Reference
Fax 251-476-0862	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
07/11/25	296800				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

INFOTAINMENT 3 SYSTEM; WITH APPLE CARPLAY/ANDROID AUTO;BLUETOOTH CONNECTIVITY;TIRE PRESSURE MONITORING SYSTEM;BACKUP CAMERA;DAYTIME RUNNING LIGHTS;USB AND USB-C CHARGING PORTS;REMOTE START PACKAGE;CONVENIENCE PACKAGE;KEYLESS ENTRY;120V OUTLET;SAFETY PACKAGE NG GLASS.....
..... VENDOR TO PROVIDE 2026 CHEVROLET 2500HD, 4WD CREWCAB AS PER CITY OF MOBILE BID #5964 AND YOUR QUOTE

Additional Description Notes

2025 OR NEWER CHEVY SILVERADO 2500 4X4 CREW CAB 82.25" STANDARD BED LENGTH AS FOLLOWS: 6.6L V8 GAS ENGINE;10-SPEED AUTOMATIC TRANSMISSION;GVW RATING-10,850 POUNDS;ANTI-SPIN DIFFERENTIAL REAR AXLE;AUXILIARY 730 COLD-CRANKING AMPS BATTERY;INTEGRATED TRAILER BRAKE CONTROLLER;AUTOTRAC 2-SPEED TRANSFER CASEW/PUSH BUTTON CONTROLS;
EXTERIOR AS FOLLOWS: MONOTON COLOR-BLACK;LED HEADLIGHTS AND FOG LIGHTS;BLACK CAB LENGTH RUNNING BOARDS;SPRAY-IN BEDLINER; 18" MACHINED ALUMINUM WHEELS WITH ALL-SEASON BLACKWALL TIRES;RECOVERY TOW HOOKS;REMOTE LOCKING TAILGATE;BLACK OUTSIDE POWER-ADJUSTABLE VERTICAL TRAILERING MIRRORS WITH POWER FOLDING/MANUAL EXTENDING AUTO-DIMMIN DRIVER UPPER GLASS;6" BLACK RECTANGULAR ASSIST STEPS;
INTERIOR AS FOLLOWS: JET BLACK,CLOTH SEAT TRIM;FRONT BUCKET SEATS WITH CENTER CONSOLE;POWER WINDOWS & DOOR LOCKS;POWER DRIVER SEAT;INSIDE REARVIEW AUTO-DIMMING MIRROR;
SAFETY/TECHNOLOGY AS FOLLOWS: 13.4" CHEVROLET INFOTAINMENT 3 SYSTEM; WITH APPLE CARPLAY/ANDROID AUTO;BLUETOOTH CONNECTIVITY;TIRE PRESSURE MONITORING

Bill To	Requisition 00027333-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.23.1546.1546.2300.0000.0000.45040. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
JOE BULLARD CHEVROLET 2900 GOVERNMENT STREET MOBILE, AL 36606 Tel#251-259-8525 Fax 251-476-0862	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
07/11/25	296800				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	SYSTEM;BACKUP CAMERA;DAYTIME RUNNING LIGHTS;USB AND USB-C CHARGING PORTS;REMOTE START PACKAGE;CONVENIENCE PACKAGE;KEYLESS ENTRY;120V OUTLET;SAFETY PACKAGE VEHICLE ACCESORIES AS FOLLOWS: DIAMONDBACK 270 BED COVER SMOOTH BLACK;DECKED DRAWER SYSTEM W/ACCESSORY PACK INCLUDED AS REQUESTED BY 1546-ANIMAL SERVICES			
1	1000.30.23.1546.1546.2300.0000.0000.45040. Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			60424.00

Requisition Link

Requisition Total 60424.00

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

Account	Amount	Remaining Budget
1000.30.23.1546.1546.2300.0000.0000.45040. ANIMAL SHELTER EXP MOTOR POOL BUDGET RATE	60424.00	416050.86

Bill To	Requisition 00027333-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.23.1546.1546.2300.0000.0000.45040. Review: Buyer: Status: Approved Page 4

Vendor	Ship To
JOE BULLARD CHEVROLET 2900 GOVERNMENT STREET MOBILE, AL 36606 Tel#251-259-8525 Fax 251-476-0862	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
07/11/25	296800				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	07/14/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	07/14/25	SHONNDA SMITH	
Approved	07/14/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	07/14/25	DONALD ROSE	Auto approved by: 9105paij
Approved	07/14/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	07/14/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	07/14/25	JOHNNIE HARRUB	Auto approved by: 9105paij
Approved	07/14/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	07/14/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	07/14/25	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5964
FOR PICK UP TRUCKS, ¾ TON

	¾ TON CREW CAB 4X4	¾ TON CREW CAB 8' BED LIFT GATE
AUTONATION	NO BID	$53,384.00 2026 F-250, 4X4 MAXON LIFT
JOE BULLARD	$60,424.00 CHEVROLET 2500HD 4X4 CREW CAB	$53,924.00 CHEVROLET 2500HD 4X4 BED DELETE MAXON LIFT
DONOHOO CHEVROLET	$59,236.50 CHEVROLET 2500HD LOCAL VENDOR ADJUSTMENT: $62,198.32	$55,406.50 CHEVROLET 2500HD TOMMY GATE
BUSTER MILES CHEVROLET	$61,500.00 CHEVROLET 2500	$54,900.00 CHEVROLET SILVERADO

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

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

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: lw Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
06/23/2025	5964	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Thursday, July 10, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
	PICK UP TRUCKS					
Appx 1-3	2025 Or Newer Pickup ¾ Ton 4x2 Chevrolet 2500 or Equal, Black in Color. As per the following and attached: MAKE _____ MODEL _____ Upon award the City will purchase a minimum of one (1) ¾ Ton Chevrolet 2500 or Equal.					
Appx 1-3	2025 Or Newer Pickup ¾ Ton Crew Cab 4x2, Gasoline Engine. White in Color. 8-Ft. Bed. Lift gate on rear. With minimum capacity of 500 lbs. As per the following and attached: MAKE _____ MODEL _____ LIFT GATE MAKE _____ MODEL _____ CAPACITY _____					
				TOTAL		

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 3 Provide literature and specifications on product bid. Upon award the City will purchase the minimum quantities bid. Quote delivered pricing FOB Mobile. The City reserves the right to request a sample(s) prior to award of this bid. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/** If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.					
			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.

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

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 251-208-7434 or purchasing@cityofmobile.org. No questions will be answered 5 days before bid opening.

Vendor must include contact information with this bid.

Pricing to be firm for a (6) six-month period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for (5) five additional (6) six-month periods.

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.

ITEM BASIS AWARD.

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.

Animal Service Director & Field Services Manager
Vehicle Specifications

Vehicle

Current Year Model Chevy Silverado 2500 4x4 Crew Cab 82.25" Standard Bed Length. (See sample configuration attached below)

Mechanical

- 6.6L V8 Gas Engine
- 10-Speed Automatic Transmission
- GVW Rating – 10,850 pounds
- Anti-spin differential rear axle
- Auxiliary 730 cold-cranking amps battery
- Integrated trailer brake controller
- Autotrac 2-Speed Transfer Case w/ Push Button Controls

Exterior

- Monotone color: black
- Lighting
  - LED headlights and fog lights
- Black cab length running boards
- Spray-in bedliner
- 18" Machined Aluminum Wheels with All-Season Blackwall Tires
- Recovery Tow Hooks
- Remote Locking Tailgate
- Black outside power-adjustable vertical trailering mirrors with power folding/manual extending auto-dimming driver upper glass
- 6" Black Chrome Assist Steps

Interior

- Jet black, cloth seat trim
- Front bucket seats with center console
- Power windows & door locks
- Power Driver Seat
- Inside Rearview Auto-Dimming Mirror

Safety/ Technology

- 13.4" Chevrolet Infotainment 3 System
  - With Apple CarPlay/ Android Auto
  - Bluetooth Connectivity
- Tire pressure monitoring system
- Backup camera
- Daytime running lights
- USB and USB-C charging ports
- Remote Start Package
- Convenience Package
  - Dual Zone Automatic Climate Control
  - 10-Way Power Driver Seat
  - LED Cargo Bed Lights
  - LED Fog Lamps
  - 120-Volt Power Outlet
  - Manual Tilt /Telescoping Steering Column
- Keyless entry
- 120V Outlet
- Safety Package
  - Trailering Provisions
  - Front and Rear Park Assist
  - Rear Cross Traffic Alert
  - Trailer Side Blind Zone Alert
  - HD Surround Vision
  - Bed View Camera

Notes: Rear Window must be fixed, NOT Sliding.

Pick Up With Lift Gate
¾ Ton Crew Cab Chassis
Gasoline Engine
4x2 Drive, No 4x4, 8-Ft. Bed
To be White in Color
Electric Door Locks and Windows

Lift Gate
Mounted to Vehicle
One Cylinder Lift
500 lb Mininum Capacity
Tommy Lift or Equal

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 22, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase orders to Long Lewis Ford of the Shoals, Inc for six 2025 or newer Ford Bronco Sport 4WD SUVs for Engineering Dept.

Amount of Contract:
$186,381.00

Funding Source
General fund.

ATTACHMENTS:
1. 20250714 Long Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 22 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 orders to Long Lewis Ford of the Shoals, Inc for six 2025 or newer Ford Bronco Sport 4WD SUVs for Engineering Dept.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $186,381.00

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:

R E S O L U T I O N

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
27056	2025	(F7000) MOTOR POOL	SIX 2025 OR NEWER FORD BRONCO SPORT4WD SUVS FOR ENGINEERING DEPARTMENT (AL STATE CONTRACT)	$186,381.00	(290649) LONG LEWIS FORD OF THE SHOALS, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00027056-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.45.20.3005.3005.3005.0000.0000.45040. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	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
07/08/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 OR NEWER FORD BRONCO SPORT AS FOLLOWS: 4X4 1.5L ECOBOOST ENGINE W/AUTO START-STOP TECHNOLOGY, ELECTRIC PARKING BRAKE, ELECTRONIC BRAKE ASSIST, 8-SPEED AUTO TRANSMISSION, HOSS 1.0 OFF-ROAD TUNED SUSPENSION, GRILLE-CARBONIZED GRAY W/BRONCO MOLDED IN WHITE,PRIVACY GLASS-2ND ROW AND LIFTGATE, WHEELS-17" CARBONIZED GRAY-PAINTED HIGH GLOSS ALUMINUM, CLIMATE CONTROLS W/REAR AIR DUCT, CARPETED CARGO FLOOR, SEATS CLOTH BUCKET CLOTH, 6 WAY DRIVER/4WAY PASSENGER, REAR CENTER ARMREST(FOLD-DOWN W/2 CUPHOLDERS), SUN VISORS W/MIRRORS (DRIVER/PASSENGER), FORD CO-PILOT 360 INCLUDES AUTO HIGH BEAM HEADLAMPS, BLIS W/CROSS-TRAFFIC, LANE KEEPING SYSTEM, DRIVER ALERT, PRE-COLLISION ASSIST W/AUTOMATIC EMERGENCY BRAKING, DYNAMIC BRAKE SUPPORT, REAR VIEW CAMERA, PRE-COLLISION BRAKING, MIRRORS SIDEVIEW HEATED GLASS, REAR VIEW CAMERA, PUSH BUTTON START, SIRIUS RADIOXM, ADVANCE TRAC, HILL START ASSIST, FORD PASS CONNECT, FRONT AND REAR STABILIZER, INTELIGENT	6.00 EACH	30325.50000	181953.00

Bill To	Requisition 00027056-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.45.20.3005.3005.3005.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
LONG LEWIS FORD OF THE SHOALS, INC	MOTOR POOL - ATTN: ADAM LYNN
2800 WOODWARD AVE	770 GAYLE STREET
	MOBILE, AL 36604
MUSCLE SHOALS, AL 35661	AGEET@CITYOFMOBILE.ORG
Tel#256-386-7800	Delivery Reference
Fax 256-263-4613	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
07/08/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	ACCESS PUSH START, 12.3" INSTRUMENT CLUSTER DISPLAY, SYNC 4 W/13.2" LCD CAPACITIVE TOUCHSCREEN IN CENTER STACK W/SWIPE CAPABILITY, CLOUD CONNECTED, 911 ASSIST, CAR PLAY AND ANDROID AUTO COMPATIBLE, DIGITAL OWNERS MANUAL, CONVERSATIONAL VOICE RECOGNITION, SEATING UP TO 5, WIRELESS CHARGING PAD, REVERSE SENSORS. FRONT AND REAR FLOOR LINERS HD RUBBER CARGO MAT-HEAVY DUTY MAT PRE-INSTALLED OPTIONS: R9B 50C 51B EXTERIOR COLOR TO BE WHITE AS PER STATE OF ALABAMA CONTRACT T-191 MA22000003123-2			

Additional Description Notes

2025 OR NEWER FORD BRONCO SPORT AS FOLLOWS:
4X4 1.5L ECOBOOST ENGINE W/AUTO START-STOP TECHNOLOGY, ELECTRIC PARKING BRAKE, ELECTRONIC BRAKE ASSIST, 8-SPEED AUTO TRANSMISSION, HOSS 1.0 OFF-ROAD TUNED SUSPENSION, GRILLE-CARBONIZED GRAY W/BRONCO MOLDED IN WHITE,PRIVACY GLASS-2ND ROW AND LIFTGATE, WHEELS-17" CARBONIZED GRAY-PAINTED HIGH GLOSS ALUMINUM, CLIMATE 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

Bill To	Requisition 00027056-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.45.20.3005.3005.3005.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
LONG LEWIS FORD OF THE SHOALS, INC	MOTOR POOL - ATTN: ADAM LYNN
2800 WOODWARD AVE	770 GAYLE STREET
	MOBILE, AL 36604
MUSCLE SHOALS, AL 35661	AGEET@CITYOFMOBILE.ORG
Tel#256-386-7800	Delivery Reference
Fax 256-263-4613	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
07/08/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	AND REAR STABILIZER, INTELIGENT ACCESS PUSH START, 12.3" INSTRUMENT CLUSTER DISPLAY, SYNC 4 W/13.2" LCD CAPACITIVE TOUCHSCREEN IN CENTER STACK W/SWIPE CAPABILITY, CLOUD CONNECTED, 911 ASSIST, CAR PLAY AND ANDROID AUTO COMPATIBLE, DIGITAL OWNERS MANUAL, CONVERSATIONAL VOICE RECOGNITION, SEATING UP TO 5, WIRELESS CHARGING PAD, REVERSE SENSORS.			
	FRONT AND REAR FLOOR LINERS HD RUBBER CARGO MAT-HEAVY DUTY MAT PRE-INSTALLED			
	AS REQUESTED BY ENGINEERING			
1	1000.45.20.3005.3005.3005.0000.0000.45040.			181953.00
	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	6.00 EACH	738.00000	4428.00
	Vendor Item Inventory Item/Loc 14009			

Bill To	Requisition 00027056-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.45.20.3005.3005.3005.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor
LONG LEWIS FORD OF THE SHOALS, INC
2800 WOODWARD AVE

MUSCLE SHOALS, AL 35661

Tel#256-386-7800
Fax 256-263-4613

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

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

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

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/08/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.45.20.3005.3005.3005.0000.0000.45040.			4428.00

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 186381.00

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

Account	Amount	Remaining Budget
1000.45.20.3005.3005.3005.0000.0000.45040.		
	186381.00	307215.22
ENGINEERING 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
Approved	07/11/25	JOHN FORRESTER	
Approved	07/11/25	NICHOLAS AMBERGER	Auto approved by: 910513653
Approved	07/11/25	DONALD ROSE	Auto approved by: 9105paij

Bill To	Requisition 00027056-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.45.20.3005.3005.3005.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
LONG LEWIS FORD OF THE SHOALS, INC	MOTOR POOL - ATTN: ADAM LYNN
2800 WOODWARD AVE	770 GAYLE STREET
	MOBILE, AL 36604
MUSCLE SHOALS, AL 35661	AGEET@CITYOFMOBILE.ORG
Tel#256-386-7800	Delivery Reference
Fax 256-263-4613	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
07/08/25	290649				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	07/11/25	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	07/11/25	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	07/11/25	JOHNNIE HARRUB		Auto approved by: 9105paij	
	Approved	07/11/25	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	07/11/25	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	07/11/25	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Ford Fleet T191 Long Lewis Shoals

Type
Master Agreement

Supplier
Long-Lewis Of The Shoals Inc

Contract Code
MA220000003123

Linked Solicitation
Ford Fleet T191 -Bid-

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 22, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Long Lewis Ford of the Shoals, Inc. for one 2025 or newer Ford Bronco Sport 4WD SUV for Legal Dept.

Amount of Contract:
$30,733.50

Funding Source
General fund.

ATTACHMENTS:
1. 20250714 Long2 Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 22 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 one 2025 or newer Ford Bronco Sport 4WD SUV for Legal Dept.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $30,733.50

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:

R E S O L U T I O N

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
27311	2025	(F7000) MOTOR POOL	ONE 2025 OR NEWER FORD BRONCO SPORT 4WD SUV FOR LEGAL DEPT (AL STATE CONTRACT)	$30,733.50	(290649) LONG LEWIS FORD OF THE SHOALS, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00027311-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.05.0540.0540.0500.0000.0000.45040. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	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
07/11/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 OR NEWER FORD BRONCO SPORT AS FOLLOWS: 4X4 1.5L ECOBOOST ENGINE W/AUTO START-STOP TECHNOLOGY, ELECTRIC PARKING BRAKE, ELECTRONIC BRAKE ASSIST, 8-SPEED AUTO TRANSMISSION, HOSS 1.0 OFF-ROAD TUNED SUSPENSION, GRILLE-CARBONIZED GRAY W/BRONCO MOLDED IN WHITE,PRIVACY GLASS-2ND ROW AND LIFTGATE, WHEELS-17" CARBONIZED GRAY-PAINTED HIGH GLOSS ALUMINUM, CLIMATE CONTROLS W/REAR AIR DUCT, CARPETED CARGO FLOOR, SEATS CLOTH BUCKET CLOTH, 6 WAY DRIVER/4WAY PASSENGER, REAR CENTER ARMREST(FOLD-DOWN W/2 CUPHOLDERS), SUN VISORS W/MIRRORS (DRIVER/PASSENGER), FORD CO-PILOT 360 INCLUDES AUTO HIGH BEAM HEADLAMPS, BLIS W/CROSS-TRAFFIC, LANE KEEPING SYSTEM, DRIVER ALERT, PRE-COLLISION ASSIST W/AUTOMATIC EMERGENCY BRAKING, DYNAMIC BRAKE SUPPORT, REAR VIEW CAMERA, PRE-COLLISION BRAKING, MIRRORS SIDEVIEW HEATED GLASS, REAR VIEW CAMERA, PUSH BUTTON START, SIRIUS RADIOXM, ADVANCE TRAC, HILL START ASSIST, FORD PASS CONNECT, FRONT AND REAR STABILIZER, INTELIGENT	1.00 EACH	29995.50000	29995.50

Bill To	Requisition 00027311-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.05.0540.0540.0500.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
LONG LEWIS FORD OF THE SHOALS, INC	MOTOR POOL - ATTN: ADAM LYNN
2800 WOODWARD AVE	770 GAYLE STREET
	MOBILE, AL 36604
MUSCLE SHOALS, AL 35661	AGEET@CITYOFMOBILE.ORG
Tel#256-386-7800	Delivery Reference
Fax 256-263-4613	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
07/11/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	ACCESS PUSH START, 12.3" INSTRUMENT CLUSTER DISPLAY, SYNC 4 W/13.2" LCD CAPACITIVE TOUCHSCREEN IN CENTER STACK W/SWIPE CAPABILITY, CLOUD CONNECTED, 911 ASSIST, CAR PLAY AND ANDROID AUTO COMPATIBLE, DIGITAL OWNERS MANUAL, CONVERSATIONAL VOICE RECOGNITION, SEATING UP TO 5, WIRELESS CHARGING PAD, REVERSE SENSORS..... AS PER STATE OF ALABAMA CONTRACT T-191 MA22000003123-2			

Additional Description Notes

2025 OR NEWER FORD BRONCO SPORT AS FOLLOWS: 4X4 1.5L ECOBOOST ENGINE W/AUTO START-STOP TECHNOLOGY, ELECTRIC PARKING BRAKE, ELECTRONIC BRAKE ASSIST, 8-SPEED AUTO TRANSMISSION, HOSS 1.0 OFF-ROAD TUNED SUSPENSION, GRILLE-CARBONIZED GRAY W/BRONCO MOLDED IN WHITE,PRIVACY GLASS-2ND ROW AND LIFTGATE, WHEELS-17" CARBONIZED GRAY-PAINTED HIGH GLOSS ALUMINUM, CLIMATE CONTROLS W/REAR AIR DUCT, CARPETED CARGO FLOOR, SEATS CLOTH BUCKET CLOTH, 6 WAY DRIVER/4WAY PASSENGER, REAR CENTER ARMREST(FOLD-DOWN W/2 CUPHOLDERS), SUN VISORS W/MIRRORS (DRIVER/PASSENGER), FORD CO-PILOT 360 INCLUDES AUTO HIGH BEAM HEADLAMPS, BLIS W/CROSS-TRAFFIC, LANE KEEPING SYSTEM, DRIVER ALERT, PRE-COLLISION ASSIST W/AUTOMATIC EMERGENCY BRAKING, DYNAMIC BRAKE SUPPORT, REAR VIEW CAMERA, PRE-COLLISION BRAKING, MIRRORS SIDEVIEW HEATED GLASS, REAR VIEW CAMERA, PUSH BUTTON START, SIRIUS RADIOXM, ADVANCE TRAC, HILL START ASSIST, FORD PASS CONNECT, FRONT AND REAR STABILIZER, INTELIGENT ACCESS PUSH START, 12.3" INSTRUMENT CLUSTER DISPLAY, SYNC 4 W/13.2" LCD CAPACITIVE TOUCHSCREEN IN CENTER STACK W/SWIPE CAPABILITY, CLOUD CONNECTED, 911 ASSIST, CAR PLAY AND ANDROID AUTO COMPATIBLE, DIGITAL OWNERS MANUAL, CONVERSATIONAL VOICE RECOGNITION, SEATING

Bill To	Requisition 00027311-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.10.05.0540.0540.0500.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor
LONG LEWIS FORD OF THE SHOALS, INC
2800 WOODWARD AVE

MUSCLE SHOALS, AL 35661

Tel#256-386-7800
Fax 256-263-4613

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

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

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

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/11/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	UP TO 5, WIRELESS CHARGING PAD, REVERSE SENSORS.			
	AS REQUESTED BY 0540-LEGAL			
1	1000.10.05.0540.0540.0500.0000.0000.45040.			29995.50
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
002	FREIGHT	369.00 EACH	2.00000	738.00
	Vendor Item Inventory Item/Loc 14009			
1	1000.10.05.0540.0540.0500.0000.0000.45040.			738.00

Bill To	Requisition 00027311-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.05.0540.0540.0500.0000.0000.45040. Review: Buyer: Status: Approved Page 4

Vendor	Ship To
LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	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
07/11/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

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

Requisition Link

Requisition Total 30733.50

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

Account	Amount	Remaining Budget
1000.10.05.0540.0540.0500.0000.0000.45040.	30733.50	91349.12
LEGAL EXP	MOTOR POOL BUDGET RATE	

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

Activity	Date	Clerk	Comment
Approved	07/14/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	07/14/25	SHONNDA SMITH	
Approved	07/14/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	07/14/25	DONALD ROSE	Auto approved by: 9105paij
Approved	07/14/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	07/14/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	07/14/25	JOHNNIE HARRUB	Auto approved by: 9105paij

Bill To	Requisition 00027311-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.05.0540.0540.0500.0000.0000.45040. Review: Buyer: Status: Approved Page 5

Vendor	Ship To
LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	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
07/11/25	290649				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	07/14/25	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	07/14/25	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	07/14/25	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Ford Fleet T191 Long Lewis Shoals

Type
Master Agreement

Supplier
Long-Lewis Of The Shoals Inc

Contract Code
MA220000003123

Linked Solicitation
Ford Fleet T191 -Bid-

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 22, 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 Sansom Equipment Co Inc for one Hako Citymaster 1650 street sweeper for Parks Department.

Amount of Contract:
$174,052.00

Funding Source
Capital - Equipment- Parks & Recreation

ATTACHMENTS:
1. 20250711 Sansom Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 22 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 Sansom Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Sansom Equipment Co Inc for one Hako Citymaster 1650 street sweeper for Parks Department.
Capital - Equipment- Parks & Recreation

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $174,052.00

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 5959

How many bidders received bid packages (if applicable): 17 + web

How many bidders submitted bids (if applicable): 3

If this is not the lowest bid, explain why not:
Two bids did not meet minimum specifications.

R E S O L U T I O N

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
22477	2025	(F7000) MOTOR POOL	ONE HAKO CITYMASTER 1650 STREET SWEEPER FOR PARKS DEPARTMENT (SEALED BID 5959)	$174,052.00	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00022477-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/03/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	HAKO CITYMASTER 1650 SWEEPER AS FOLLOWS; HAKO CITYMASTER 1650 SWEEPER ALL-WHEEL DRIVE 73HP DIESEL ARTICULATED CLEANING MACHINE; INCLUDES ALL STANDARD EQUIPMENT AND THE FOLLOWING FEATURES: ENCLOSED CAB;HEATING AND AIR CONDITIONING;FULL-SUSPENSION CHASSIS;LED LIGHTS AND WORK LIGHTS;AIR SPRUNG SEAT;ADJUSTABLE STEERING COLUMN;2 BROOM STREET SWEEPING SYSTEM;50 GALLON WATER CAPACITY;1.8 CUBIC YARD HOPPER CAPACITY;PRESSURE WASH SYSTEM W/HANDGUN AND HOSE SCRUB BRUSH ATTACHMENT FOR HAKO CITYMASTER 1650 SWEEPER ROLLER STAND FOR SCRUB BRUSH FOR HAKO CITYMASTER 1560 SWEEPER AS PER CITY OF MOBILE BID #5959 AND YOUR QUOTE Additional Description Notes --- HAKO CITYMASTER 1650 SWEEPER AS FOLLOWS; HAKO CITYMASTER 1650 SWEEPER ALL-WHEEL DRIVE 73HP DIESEL ARTICULATED CLEANING MACHINE; INCLUDES ALL STANDARD EQUIPMENT AND THE FOLLOWING FEATURES: ENCLOSED CAB;HEATING AND AIR CONDITIONING;FULL-SUSPENSION CHASSIS;LED LIGHTS AND WORK LIGHTS;AIR SPRUNG SEAT;ADJUSTABLE STEERING COLUMN;2 BROOM STREET SWEEPING SYSTEM;50 GALLON WATER CAPACITY;1.8 CUBIC YARD HOPPER CAPACITY;PRESSURE WASH SYSTEM W/HANDGUN AND HOSE	1.00 EACH	174052.00000	174052.00

Bill To	Requisition 00022477-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/03/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	AS REQUESTED BY 2012-PARKS			
1	2000.80.00.0000.0000.0000.0000.0000.47010. E E0022 .CAPEQUIPMT. .			174052.00

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 174052.00

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

Account	Amount	Remaining Budget
E E0022 .CAPEQUIPMT. .	174052.00	73326.90

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	174052.00	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

Bill To	Requisition 00022477-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/03/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	***** Approval/Conversion Info *****			
	Activity Date Clerk	Comment		
	CCancelled 07/11/25 JOHN PAINE	Requisition item removed chang		
	CCancelled 07/11/25 JOHN PAINE	GL Allocation changed		
	Approved 04/04/25 KIM CARMODY			
	Approved 04/04/25 DANIEL OTTO	Auto approved by: 910520521		
	Forward 07/11/25 KIM CARMODY	Automatic Forward to 910513252		
	Forward 07/11/25 KIM CARMODY	Automatic Forward to 910513252		
	Approved 07/11/25 GERARD MCCANTS	Auto approved by: 91055604		
	Approved 07/11/25 DANIEL OTTO			
	Approved 04/04/25 BRENDA RHODES			
	Approved 04/04/25 TIFFANY HOLLINS	Auto approved by: 910511034		
	Approved 04/04/25 RELYA MALLORY	Auto approved by: 910511034		
	Approved 07/11/25 BRENDA RHODES			
	Approved 07/11/25 TIFFANY HOLLINS	Auto approved by: 910511034		
	Approved 07/11/25 RELYA MALLORY	Auto approved by: 910511034		
	Forward 06/06/25 CLAUDE BUERGER IV	Automatic Forward to 910520668		
	Approved 07/11/25 DONALD ROSE	Auto approved by: 9105paij		
	Approved 07/11/25 SANDRA LEWIS	Auto approved by: 9105paij		
	Approved 07/11/25 STEVEN KRONINGER	Auto approved by: 9105paij		
	Approved 07/11/25 JOHNNIE HARRUB	Auto approved by: 9105paij		
	Approved 07/11/25 SAMANTHA COOLEY	Auto approved by: 9105paij		
	Approved 07/11/25 ANNE FOLEY	Auto approved by: 9105paij		
	Approved 07/11/25 JOHN PAINE	BID COMPLETE		

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5959
FOR STREET SWEEPER-SIDEWALK SWEEPER/CLEANER

UNITED RENTALS/NORTH AMERICA	$69,653.75 DID NOT MEET MINIMUM SPECIFICATIONS
INGRAM EQUIPMENT	$166,080.00 DID NOT MEET MINIMUM SPECIFICATIONS
SANSOM EQUIPMENT	$174,052.00

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: lw Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
06/05/2025	5959	PARKS & RECREATION	As Directed

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, WEDNESDAY, JUNE 25, 2025

QUANTITY	ARTICLES (Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.)	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	STREET SWEEPER-SIDEWALK SWEEPER/CLEANER					
1 EA	Street Sweeper-Sidewalk Sweeper/Cleaner Hako CityMaster 1650 or Equal See the following and attached for detailed specifications. **MAKE**_____ **MODEL** _____ Provide literature on product bid. **Quote pricing delivered FOB Mobile.** Upon award City will purchase one (1) Street Sweeper-Sidewalk Sweeper/Cleaner. All specifications given as minimums. Vendor to provide no less than four (4) hours of on-site training on the use of/and servicing of the machine received.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within____ days of receipt of P.O.

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 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.

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do

business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	For questions about this bid, submit your questions by E-mail to 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 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. **TO BE AWARDED ALL OR NONE.** Page 3 of 3					
			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.

Hako CityMaster 1650 or equal

- Water cooled 4-cylinder fuel injected diesel engine, 74 horsepower at 5,500 rpm
- Hydrostatic all wheel drive
- Chassis with fully hydraulic articulated steering, fully suspended chassis with coil springs and hydraulic shock absorbers
- attachment quick change system
- hydrostatic brake acting on all four wheels, front disc brake, electrically activated multi disc stop brake at rear axle
- ROPS, 1 person cabin, 2 doors with sliding windows, heating, air conditioning
- Length 151", width 48", height 78"
- 13 gallon fuel tank
- Driving speed 0-24 mph, 0-7 mph in reverse
- Operating panel to include central display showing all machine functions, including a service timer
- One-hand joystick operating system integrated on the armrest
- Height and tilt adjustable steering column
- Foldable wing mirrors, adjustable from inside the cabin
- Water spray system to minimize dust.
- 50-gallon water capacity
- Inner turning radius 51 inches
- Hopper load 2,200 lbs.
- Hopper volume 1.8 cubic yards
- Dump height 60 inches minimum
- LED lights and work lights
- Headlights and tail lights
- Air cushioned driver seat
- 2 broom street sweeping system with circulating water system offering maximum dust control to ensure clean exhaust air; 35 inch brush diameter, adjustable brush speed from 0-100% and a maximum speed of 120 rpm, adjustable brush pressure
- Attached Vacuum hose for manual debris collection as needed. Hose to be attached to and carried inside or on the sweeper
- Double-joint broom arm
- Adjustable sweeping width, 62 - 88 inches

- Pressure washer system with handgun and hose, minimum 3.3 gpm @1,700 psi
- Quick change, tool free scrub brush attachment for wet cleaning hard surfaces, minimum cleaning width 48 inches, unit will be carried on Sweeper
- Roller stand for scrub brush storage at vehicle storage lot, when the unit is not carried on Sweeper
- Camera system to provide a 360 degree view and automatically provide a view to the side when turning
- Turn signals, horn, windshield wiper and washer
- Must have a relationship with a local dealership that can supply parts and do warranty work
- Minimum 1 year warranty; provide cost of extended warranty options

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 22, 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 Sansom Equipment Co Inc for one 2025 New Way XTR 31 cu yard side load garbage truck on Mack LR chassis for Sanitation Dept.

Amount of Contract:
$397,265.00

Funding Source
General fund.

ATTACHMENTS:
1. 20250711 Sansom2 Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 22 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 Sansom Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sansom Equipment Co Inc for one 2025 New Way XTR 31 cu yard side load garbage truck on Mack LR chassis for Sanitation Dept.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $397,265.00

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:

R E S O L U T I O N

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
24360	2025	(F7000) MOTOR POOL	2025 NEW WAY XTR 31 CU YD SIDE LOAD GARBAGE TRUCK ON MACK LR CHASSIS FOR SANITATION DEPT (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$397,265.00	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00024360-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.45040. Review: Buyer: Status: Released Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	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
06/13/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 OR NEWER NEW WAY SIDEWINDER XTR AUTOMATED SIDE LOADING REFUSE BODY-31 CUBIC YARD CAPACITY AS FOLLOWS: SEVERE DUTY REFUSE PACKAGE:7GA AR HOPPER FLR &SIDE LINEER, FORWARD PANEL OF BODY SIDE WALL 7GA AR 450, BODY FLOOR &GA AR450 32" INTO MBODY, CHROMIUM OVERLAY ON PACKER GUIDE RAILS; HINGED FRONT CYLINDER SPLASH SHIELDS; (2) HOPPER SUMP CLEANOUT CHUTE EXTENSIONS-LH/RH; HYDRAULIC HOPPER COVER; HOPPER ACCESS LADDER W/HANDLES; SHOVEL/BROOM RACK; LARGE CAUTION SAFETY DECAL-TAILGATE; LED WORK LIGHTS-(1) LIGHT IN HOPPER AND (1) CURBSIDE TOWARD ARM;LED BEACON STROBE LIGHT (SURFACE MOUNT, MID-TAILGATE); LED STROBE LIGHT PACKAGE (INTEGRATED STROBE SYSTEM) (2) ROUND LIGHTS MOUNTED LOWER TAILGATE; LED STROBE LIGHT PACKAGE (INTEGERATED STROBE SYSTEM) (2) ROUND LIGHTS MOUNTED FRONT OF BODY-BULKHEAD; SAFETY VISION QUAD CAMERA SYSTEM W/7" COLOR MONITOR-ARM, LH BLINDSPOT, HOPPER & REARVIEW;REMOTE GREASE ZERKS TAILGATE AND UPPER CYLINDER HINGE	1.00 EACH	397265.00000	397265.00

Bill To	Requisition 00024360-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	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
06/13/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

PINS;FRONT REMOTE GREASE ZERRKS-SYSTEM PACKER & BODY LIFT PINS;ARM CONTROLS ROCKER SWITCHES UNDER SEAT;ELECTRONIC HYDRAULIC FILTER BY-PASS INDICATOR IN CAB;ARM EXTENDED AUDIBLE ALARM;QUICK DISCONNECT HYDRAULIC PRESSURE GAUGE;(2) FIRE EXTINGUISHERS 20LB.-LH/RH BODY MOUNTED;FREIGHT TO BE PROVIDED ON A MACK LR CHASSIS AS PER SOURCEWELL CONTRACT 110223-NWY AND YOUR QUOTE SECQ8802 DATED 7-11-2025

Additional Description Notes

2025 OR NEWER NEW WAY SIDEWINDER XTR AUTOMATED SIDE LOADING REFUSE BODY-31 CUBIC YARD CAPACITY AS FOLLOWS: SEVERE DUTY REFUSE PACKAGE:7GA AR HOPPER FLR &SIDE LINEER, FORWARD PANEL OF BODY SIDE WALL 7GA AR 450, BODY FLOOR &GA AR450 32" INTO MBODY, CHROMIUM OVERLAY ON PACKER GUIDE RAILS; HINGED FRONT CYLINDER SPLASH SHIELDS; (2) HOPPER SUMP CLEANOUT CHUTE EXTENSIONS-LH/RH; HYDRAULIC HOPPER COVER; HOPPER ACCESS LADDER W/HANDLES; SHOVEL/BROOM RACK; LARGE CAUTION SAFETY DECAL-TAILGATE; LED WORK LIGHTS-(1) LIGHT IN HOPPER AND (1) CURBSIDE TOWARD ARM;LED BEACON STROBE LIGHT (SURFACE MOUNT, MID-TAILGATE); LED STROBE LIGHT PACKAGE (INTEGRATED STROBE SYSTEM) (2) ROUND LIGHTS MOUNTED LOWER TAILGATE; LED STROBE LIGHT PACKAGE (INTEGERATED STROBE SYSTEM) (2) ROUND LIGHTS MOUNTED FRONT OF BODY-BULKHEAD; SAFETY VISION QUAD CAMERA SYSTEM W/7" COLOR MONITOR-ARM, LH BLINDSPOT, HOPPER & REARVIEW;REMOTE GREASE ZERKS TAILGATE AND UPPER CYLINDER HINGE PINS;FRONT REMOTE GREASE ZERRKS-SYSTEM PACKER & BODY LIFT PINS;ARM CONTROLS ROCKER SWITCHES UNDER SEAT;ELECTRONIC HYDRAULIC FILTER BY-PASS INDICATOR IN CAB;ARM EXTENDED

Bill To	Requisition 00024360-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.45040. Review: Buyer: Status: Released Page 3

Vendor	Ship To
SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	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
06/13/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	AUDIBLE ALARM;QUICK DISCONNECT HYDRAULIC PRESSURE GAUGE;(2) FIRE EXTINGUISHERS 20LB.-LH/RH BODY MOUNTED;FREIGHT;NEW KENWORTH L770 CABOVER CHASSIS AS REQUESTED BY 2090-SANITATION			
1	1000.40.20.2070.2090.2070.0000.0000.45040.			397265.00

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 397265.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.45040. SANITATION EXP MOTOR POOL BUDGET RATE	397265.00	1127459.50

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

Activity	Date	Clerk	Comment

Bill To	Requisition 00024360-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	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
06/13/25	190715				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	CCancelled	07/11/25	JOHN PAINE		GL Allocation changed	
	Approved	05/12/25	SHONNDA SMITH			
	Approved	05/12/25	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	06/16/25	MATTHEW ANDERSON		Auto approved by: 910518244	
	Approved	06/16/25	SHONNDA SMITH			
	Approved	06/16/25	CHERI BOUCHER		Auto approved by: 910518244	
	Rejected	05/14/25	JOHN PAINE		per dwight request	
	Queued	07/11/25	MATTHEW ANDERSON		per dwight request	
	Queued	07/11/25	SHONNDA SMITH		per dwight request	
	Queued	07/11/25	CHERI BOUCHER		per dwight request	
	Pending		MATTHEW ANDERSON		per dwight request	
	Pending		SHONNDA SMITH		per dwight request	
	Pending		CHERI BOUCHER		per dwight request	
	Pending		DONALD ROSE		per dwight request	
	Pending		SANDRA LEWIS		per dwight request	
	Pending		STEVEN KRONINGER		per dwight request	
	Pending		JOHNNIE HARRUB		per dwight request	
	Pending		SAMANTHA COOLEY		per dwight request	
	Pending		ANNE FOLEY		per dwight request	
	Pending		JOHN PAINE		per dwight request	

Authorized By: _____ Date: _____
Signature

New Way

Refuse trucks

#110223-NWY
Maturity Date: 12/28/2027
Website: refusetrucks.scrantonmfg.com/sourcewell

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 110223-NWY gives access to the following types of goods and services:

- Sidewinder XTR automated side loader (ASL)
- ROTO PAC auger-driven ASL
- Wolverine under-CDL capable ASL
- King Cobra rear loader (RL)
- Cobra Magnum RL
- Cobra High Compaction RL
- Cobra RL
- Viper RL
- Diamondback under-CDL RL
- Mammoth standard or lightweight front loaders
- Mamba Satellite sider loader
- New Way Trucks OEM parts

Locate your local dealer or representative
(nongovernment site)

Buy Sourcewell

Login to unlock more contract features.

Username
Username

Password
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.

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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,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: July 22, 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 four Ford F150 Supercrew 4WD pickup trucks for Engineering Dept.

Amount of Contract:
$179,408.00

Funding Source
General fund.

ATTACHMENTS:
1. 20250711 Stivers Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 22 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 orders to Stivers Ford Lincoln Inc for four Ford F150 Supercrew 4WD pickup trucks for Engineering Dept.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $179,408.00

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:

R E S O L U T I O N

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
27062	2025	(F7000) MOTOR POOL	FOUR 2025 OR NEWER FORD F150 SUPERCREW 4WD PICKUP TRUCKS FOR ENGINEERING DEPARTMENT (AL STATE CONTRACT)	$179,408.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

_____
City Clerk

Bill To	Requisition 00027062-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.45.20.3005.3005.3005.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL - ATTN: ADAM LYNN
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	AGEET@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	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
07/08/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 FORD F-150 4x4 PICKUP AS FOLLOWS: 2.7L ECOBOOST V6 ENGINE; 10-SPD AUTO; 4x2, 145" WHEELBASE, 5.5'BED, CLASS IV TRAILER HITCH W/4/7 PIN CONNECTOR, POWER WINDOWS, POWER DOOR LOCKS W/INTEGRATED KEY TRANSMITTER KEYLESS ENTRY, POWER TAILGATE LOCK, CRUISE CONTROL, BLACK VINYL FLOORING; 17" SILVER STEEL WHEELS, FORD CO-PILOT 360 2.0, 36 GALLON FUEL TANK; OPTIONS W1L 924 P12 LED WT1 TB2 SL1 AS PER STATE OF ALABAMA CONTRACT T-191, MA22000003128-15 101A XL EQUIPMENT GROUP: VINYL 40/20/40-MEDIUM DARK SLATE GRAY SEATING PRIVACY GLASS; POWER INVERTOR; 4 CORNER LED STROBE LIGHTS; ALL WEATHER RUBBER MATS; TOOL BOX-DEEP WELL (18") SPRAY-IN BED LINER (5-1/2' BED) Additional Description Notes --- 2025 FORD F-150 4x4 PICKUP AS FOLLOWS: 2.7L ECOBOOST V6 ENGINE; 10-SPD AUTO;	4.00 EACH	44508.00000	178032.00

Bill To	Requisition 00027062-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.45.20.3005.3005.3005.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL - ATTN: ADAM LYNN
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	AGEET@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	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
07/08/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	4x2,			
	145" WHEELBASE,			
	5.5'BED,			
	CLASS IV TRAILER HITCH W/4/7 PIN CONNECTOR,			
	POWER WINDOWS, POWER DOOR LOCKS W/INTEGRATED KEY TRANSMITTER KEYLESS ENTRY, POWER TAILGATE LOCK, CRUISE CONTROL, BLACK VINYL FLOORING;			
	17" SILVER STEEL WHEELS, FORD CO-PILOT 360 2.0,			
	36 GALLON FUEL TANK;			
	101A XL EQUIPMENT GROUP: VINYL 40/20/40-MEDIUM DARK SLATE GRAY SEATING			
	PRIVACY GLASS;			
	POWER INVERTOR;			
	4 CORNER LED STROBE LIGHTS;			
	ALL WEATHER RUBBER MATS;			
	TOOL BOX-DEEP WELL (18")			
	SPRAY-IN BED LINER (5-1/2' BED)			
	AS REQUESTED BY 3005-ENGINEERING			

Bill To	Requisition 00027062-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.45.20.3005.3005.3005.0000.0000.45040. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	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
07/08/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.45.20.3005.3005.3005.0000.0000.45040.			178032.00
	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	4.00 EACH	344.00000	1376.00
	Vendor Item Inventory Item/Loc 14009			
1	1000.45.20.3005.3005.3005.0000.0000.45040.			1376.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN			

Bill To	Requisition 00027062-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.45.20.3005.3005.3005.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL - ATTN: ADAM LYNN
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	AGEET@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	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
07/08/25	292393				MOTOR POOL

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

Requisition Link

Requisition Total 179408.00

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

Account	Amount	Remaining Budget
1000.45.20.3005.3005.3005.0000.0000.45040.		
	179408.00	307215.22
ENGINEERING 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
Approved	07/11/25	JOHN FORRESTER	
Approved	07/11/25	NICHOLAS AMBERGER	Auto approved by: 910513653
Approved	07/11/25	DONALD ROSE	Auto approved by: 9105paij
Approved	07/11/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	07/11/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	07/11/25	JOHNNIE HARRUB	Auto approved by: 9105paij
Approved	07/11/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	07/11/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	07/11/25	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Ford Fleet T191 Stivers Ford

Type
Master Agreement

Supplier
Stivers Ford Lincoln

Contract Code
MA220000003128

Linked Solicitation
Ford Fleet T191 -Bid-

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 22, 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 Tarkett USA Inc for new flooring for National Maritime Museum Skyline Suite conference room.

Amount of Contract:
$78,809.41

Funding Source
Capital - Maritime Museum Skyline Suite

ATTACHMENTS:
1. 20250711 Tarkett Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 22 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 Tarkett USA Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Tarkett USA Inc for new flooring for National Maritime Museum Skyline Suite conference room
Capital - Maritime Museum Skyline Suite

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $78,809.41

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:

R E S O L U T I O N

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
26650	2025	(3032) ARCHITECTURAL ENGINEERING	NEW FLOORING FOR NATIONAL MARITIME MUSEUM SKYLINE SUITE CONFERENCE ROOM (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$78,809.41	(296490) TARKETT USA INC.

Adopted:

_____

City Clerk

Bill To	Requisition 00026650-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released Page 1

Vendor	Ship To
TARKETT USA INC. 1735 CLEVELAND HWY DALTON, GA 30721 Tel#251 604 6897	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 JODY.RUSSELL@CITYOFMOBILE.ORG Delivery Reference MARILYN BULLARD Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---			
	AS PER YOUR QUOTE AND THE SOURCEWELL CONTRACT 080819-TFU EXPIRES 8-9-2027			
001	LUSH GARDEN POWERBOND CUSHION DR, TOASTED TAUPE	324.00 YARD	26.00000	8424.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN. .			8424.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference MARILYN BULLARD Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
002	C-16E POWERBOND ROLL GOODS ADHESIVE 4 GAL	7.00 EACH	93.32000	653.24
	1 2000.80.00.0000.0000.0000.0000.0000.48010.			

Bill To	Requisition 00026650-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
TARKETT USA INC.	ARCHITECTURAL ENGINEERING
1735 CLEVELAND HWY	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
DALTON, GA 30721	JODY.RUSSELL@CITYOFMOBILE.ORG
Tel#251 604 6897	Delivery Reference
	MARILYN BULLARD
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	E F623-001 .CONSTRUCTN. .			653.24

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
MARILYN BULLARD

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

003	C-36E FLOOR PRIMER 4 GAL	35.00 EACH	63.68000	2228.80
1	2000.80.00.0000.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN. .			2228.80

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
MARILYN BULLARD

Bill To	Requisition 00026650-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released Page 3

Vendor	Ship To
TARKETT USA INC. 1735 CLEVELAND HWY DALTON, GA 30721 Tel#251 604 6897	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 JODY.RUSSELL@CITYOFMOBILE.ORG Delivery Reference MARILYN BULLARD Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
004	#54 SEAM WELD - QT	2.00 EACH	16.50000	33.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN. .			33.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference MARILYN BULLARD Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
005	#77 SEAM CLEANER QT	1.00 EACH	23.45000	23.45

Bill To	Requisition 00026650-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
TARKETT USA INC.	ARCHITECTURAL ENGINEERING
1735 CLEVELAND HWY	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
DALTON, GA 30721	JODY.RUSSELL@CITYOFMOBILE.ORG
Tel#251 604 6897	Delivery Reference
	MARILYN BULLARD
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN. .			23.45

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
MARILYN BULLARD

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

006	EVENT LVT HIROKI OAK	3132.00 FOOT	3.15000	9865.80
1	2000.80.00.0000.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN. .			9865.80

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
MARILYN BULLARD

Bill To	Requisition 00026650-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released Page 5

Vendor	Ship To
TARKETT USA INC. 1735 CLEVELAND HWY DALTON, GA 30721 Tel#251 604 6897	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 JODY.RUSSELL@CITYOFMOBILE.ORG Delivery Reference MARILYN BULLARD Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
007	959HM ADHESIVE	6.00 EACH	164.83000	988.98
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN. .			988.98
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference MARILYN BULLARD Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
008	CARPET INSTALLATION - POWERBOND	308.00 YARD	8.34000	2568.72

Bill To	Requisition 00026650-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 6

Vendor	Ship To
TARKETT USA INC.	ARCHITECTURAL ENGINEERING
1735 CLEVELAND HWY	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
DALTON, GA 30721	JODY.RUSSELL@CITYOFMOBILE.ORG
Tel#251 604 6897	Delivery Reference
	MARILYN BULLARD
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN. .			2568.72

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
MARILYN BULLARD

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

009	INSTALL PRIMER	2772.00 FOOT	0.94000	2605.68
1	2000.80.00.0000.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN. .			2605.68

Bill To	Requisition 00026650-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 7

Vendor	Ship To
TARKETT USA INC.	ARCHITECTURAL ENGINEERING
1735 CLEVELAND HWY	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
DALTON, GA 30721	JODY.RUSSELL@CITYOFMOBILE.ORG
Tel#251 604 6897	Delivery Reference
	MARILYN BULLARD
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference MARILYN BULLARD Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
010	LVT - INSTALLATION	3100.00 FOOT	3.54000	10974.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN. .			10974.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference MARILYN BULLARD Deliver To			

Bill To	Requisition 00026650-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 8

Vendor	Ship To
TARKETT USA INC.	ARCHITECTURAL ENGINEERING
1735 CLEVELAND HWY	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
DALTON, GA 30721	JODY.RUSSELL@CITYOFMOBILE.ORG
Tel#251 604 6897	Delivery Reference
	MARILYN BULLARD
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
011	ADHESIVE REMOVAL	5872.00 FOOT	1.11000	6517.92
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN. .			6517.92
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference MARILYN BULLARD Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
012	CARPET REMOVAL - MODULAR TILE	652.00 YARD	4.17000	2718.84
	1 2000.80.00.0000.0000.0000.0000.0000.48010.			

Bill To	Requisition 00026650-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 9

Vendor	Ship To
TARKETT USA INC.	ARCHITECTURAL ENGINEERING
1735 CLEVELAND HWY	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
DALTON, GA 30721	JODY.RUSSELL@CITYOFMOBILE.ORG
Tel#251 604 6897	Delivery Reference
	MARILYN BULLARD
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	E F623-001 .CONSTRUCTN. .			2718.84
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference MARILYN BULLARD			
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
013	CONCRETE SUBSTRATE CRACK & JOINT MITIGATION - MATERIALS	150.00 FOOT	0.26000	39.00
1	2000.80.00.0000.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN. .			39.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference MARILYN BULLARD			

Bill To	Requisition 00026650-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released Page 10

Vendor	Ship To
TARKETT USA INC. 1735 CLEVELAND HWY DALTON, GA 30721 Tel#251 604 6897	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 JODY.RUSSELL@CITYOFMOBILE.ORG Delivery Reference MARILYN BULLARD Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
014	CONCRETE SUBSTRATE CRACK & JOINT MITIGATION - LABOR	150.00 FOOT	0.55000	82.50
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN. .			82.50
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference MARILYN BULLARD Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
015	REMOVAL AND DISPOSAL OF COVE BASE --	970.00 EACH	0.57000	552.90

Bill To	Requisition 00026650-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 11

Vendor	Ship To
TARKETT USA INC.	ARCHITECTURAL ENGINEERING
1735 CLEVELAND HWY	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
DALTON, GA 30721	JODY.RUSSELL@CITYOFMOBILE.ORG
Tel#251 604 6897	Delivery Reference
	MARILYN BULLARD
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.48010.			
	E F623-001 .CONSTRUCTN. .			552.90
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference MARILYN BULLARD			
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
016	FLOORING DISPOSAL	652.00 YARD	0.80000	521.60
1	2000.80.00.0000.0000.0000.0000.0000.48010.			
	E F623-001 .CONSTRUCTN. .			521.60
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference MARILYN BULLARD			

Bill To	Requisition 00026650-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 12

Vendor	Ship To
TARKETT USA INC.	ARCHITECTURAL ENGINEERING
1735 CLEVELAND HWY	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
DALTON, GA 30721	JODY.RUSSELL@CITYOFMOBILE.ORG
Tel#251 604 6897	Delivery Reference
	MARILYN BULLARD
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
017	4" RUBBER/VINYL COVE BASE - FURNISH & INSTALL	920.00 FOOT	2.82000	2594.40
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN. .			2594.40
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference MARILYN BULLARD			
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
018	HOURLY LABOR (FOR ANY SERVICE NOT OTHERWISE LISTED ON THIS PRICE	40.00 HOUR	206.71000	8268.40

Bill To	Requisition 00026650-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released Page 13

Vendor	Ship To
TARKETT USA INC. 1735 CLEVELAND HWY DALTON, GA 30721 Tel#251 604 6897	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 JODY.RUSSELL@CITYOFMOBILE.ORG Delivery Reference MARILYN BULLARD Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	LIST)			
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN. .			8268.40
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference MARILYN BULLARD Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
019	FURNITURE REMOVAL/REPLACEMENT	300.00 YARD	4.79000	1437.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN. .			1437.00

Bill To	Requisition 00026650-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 14

Vendor	Ship To
TARKETT USA INC.	ARCHITECTURAL ENGINEERING
1735 CLEVELAND HWY	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
DALTON, GA 30721	JODY.RUSSELL@CITYOFMOBILE.ORG
Tel#251 604 6897	Delivery Reference
	MARILYN BULLARD
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference MARILYN BULLARD Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
020	MAJOR FLOOR PREPARATION (TO INCLUDE SELF-LEVELING) MATERIAL ONLY (55S/S PER 55# BAG)	3500.00 EACH	1.55000	5425.00
1	2000.80.00.0000.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN. .			5425.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference MARILYN BULLARD			

Bill To	Requisition 00026650-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 15

Vendor	Ship To
TARKETT USA INC.	ARCHITECTURAL ENGINEERING
1735 CLEVELAND HWY	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
DALTON, GA 30721	JODY.RUSSELL@CITYOFMOBILE.ORG
Tel#251 604 6897	Delivery Reference
	MARILYN BULLARD
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
021	MAJOR FLOOR PREPARATION (TO INCLUDE SELF-LEVELING) LABOR ONLY (55S/S PER 55# BAG)	3500.00 FOOT	1.55000	5425.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN. .			5425.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference MARILYN BULLARD			
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
022	ADDITIONAL COST FOR AFTER INSTALLATION	308.00 YARD	5.24000	1613.92

Bill To	Requisition 00026650-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 16

Vendor	Ship To
TARKETT USA INC.	ARCHITECTURAL ENGINEERING
1735 CLEVELAND HWY	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
DALTON, GA 30721	JODY.RUSSELL@CITYOFMOBILE.ORG
Tel#251 604 6897	Delivery Reference
	MARILYN BULLARD
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN. .			1613.92

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
MARILYN BULLARD

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

023	SUBFLOOR PREP LABOR (SKIMCOAT)	2372.00 FOOT	0.26000	616.72
1	2000.80.00.0000.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN. .			616.72

Bill To	Requisition 00026650-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 17

Vendor	Ship To
TARKETT USA INC.	ARCHITECTURAL ENGINEERING
1735 CLEVELAND HWY	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
DALTON, GA 30721	JODY.RUSSELL@CITYOFMOBILE.ORG
Tel#251 604 6897	Delivery Reference
	MARILYN BULLARD
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference MARILYN BULLARD Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
024	TRANSITION STRIPS AND LABOR	350.00 FEET	4.29000	1501.50
1	2000.80.00.0000.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN. .			1501.50
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference MARILYN BULLARD Deliver To			

Bill To	Requisition 00026650-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 18

Vendor	Ship To
TARKETT USA INC.	ARCHITECTURAL ENGINEERING
1735 CLEVELAND HWY	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
DALTON, GA 30721	JODY.RUSSELL@CITYOFMOBILE.ORG
Tel#251 604 6897	Delivery Reference
	MARILYN BULLARD
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
025	SUBFLOOR PREP MATERIALS	2372.00 FEET	0.95000	2253.40
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN. .			2253.40
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference MARILYN BULLARD Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
026	PROVID AND PERFORM MOISTURE TESTING	4.00 EACH	218.91000	875.64
	1 2000.80.00.0000.0000.0000.0000.0000.48010.			

Bill To	Requisition 00026650-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 19

Vendor	Ship To
TARKETT USA INC.	ARCHITECTURAL ENGINEERING
1735 CLEVELAND HWY	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
DALTON, GA 30721	JODY.RUSSELL@CITYOFMOBILE.ORG
Tel#251 604 6897	Delivery Reference
	MARILYN BULLARD
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
E	F623-001 .CONSTRUCTN. .			875.64

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
MARILYN BULLARD

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Requisition Link

Requisition Total 78809.41

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

Account	Amount	Remaining Budget
E F623-001 .CONSTRUCTN. .	78809.41	36190.59

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010.	78809.41	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment

Bill To	Requisition 00026650-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 20

Vendor	Ship To
TARKETT USA INC.	ARCHITECTURAL ENGINEERING
1735 CLEVELAND HWY	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
DALTON, GA 30721	JODY.RUSSELL@CITYOFMOBILE.ORG
Tel#251 604 6897	Delivery Reference
	MARILYN BULLARD
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	06/30/25	BAYNE DUNAWAY			
	Approved	06/30/25	KAREN POTH		Auto approved by: 910518571	
	Approved	06/30/25	BRENDA RHODES			
	Approved	06/30/25	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	06/30/25	RELYA MALLORY		Auto approved by: 910511034	
	Queued	06/30/25	DONALD ROSE		Auto approved by: 910511034	
	Queued	06/30/25	SANDRA LEWIS		Auto approved by: 910511034	
	Queued	06/30/25	STEVEN KRONINGER		Auto approved by: 910511034	
	Queued	06/30/25	JOHNNIE HARRUB		Auto approved by: 910511034	
	Queued	06/30/25	SAMANTHA COOLEY		Auto approved by: 910511034	
	Queued	06/30/25	ANNE FOLEY		Auto approved by: 910511034	
	Queued	06/30/25	JOHN PAINE		Auto approved by: 910511034	

Authorized By: _____ Date: _____
Signature

Tarkett

Solution SPECtrum Flooring

#061323-TFU
Maturity Date: 8/9/2027

Sourcewell
Awarded Contract

Products & Services | Buy Sourcewell | Documents | Contact Information

Documents

Contract Documentation

- Contract

Competitive Solicitation Documentation

- Request for Proposal (RFP)
- Proof of Publication
- Proposal Opening Record
- Proposal Evaluation
- Comment & Review
- Board Resolutions

Pricing Documentation

Information in this file is subject to change

- Contract 061323-TFU-Price Information

Additional Files

- Locate your local dealer or representative

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

Buy Sourcewell

Login to unlock more contract features.

Username
Username

Password
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

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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,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: July 22, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase orders to Temple Inc for nine traffic signal equipment cabinets for Traffic Engineering.

Amount of Contract:
$121,731.00

Funding Source
General fund.

ATTACHMENTS:
1. 20250714 Temple Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 22 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 Temple, Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase orders to Temple Inc for nine traffic signal equipment cabinets for Traffic Engineering.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $121,731.00

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 5962

How many bidders received bid packages (if applicable): 5 +web

How many bidders submitted bids (if applicable): 3

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

R E S O L U T I O N

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
25157	2025	(2060) TRAFFIC ENGINEERING	NINE TRAFFIC SIGNAL EQUIPMENT CABINETS FOR TRAFFIC ENGINEERING (SEALED BID 5962)	$121,731.00	(280034) TEMPLE INC

Adopted:

_____
City Clerk

Bill To	Requisition 00025157-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 1

Vendor	Ship To
TEMPLE INC P O BOX 2066 DECATUR, AL 35602 Tel#256-353-3820 Fax 256-353-3351	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/29/25	280034				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER MY BID 5962 AND YOUR BID RESPONSE			
001	TS2 Type 1 8Ø 4 Ped 4 OL, Base Mounted Cabinet Assembly to include 16 Load Switches, 8 Flash Relays, NEMA Flasher, 3 BIU Modules, 1 Cabinet Power Supply, 1 - 16 Channel Detector Card Rack, Back up Generator Receptacle, Cabinet Interior Painted White w/ black lettering Vendor Item	6.00 EACH	13594.00000	81564.00
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			81564.00

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

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Bill To	Requisition 00025157-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
TEMPLE INC	ELECTRICAL
P O BOX 2066	854 GAYLE STREET
	MOBILE, AL 36604
DECATUR, AL 35602	DLOVE@CITYOFMOBILE.ORG
Tel#256-353-3820	Delivery Reference
Fax 256-353-3351	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/29/25	280034				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
002	TS2 Type 1 8Ø 4 Ped or 4 OL, Pole or Base Mount Cabinet to include 12 Load Switches, 6 Flash Relays, NEMA Flasher 3 BIU Modules 1 Cabinet Power Supply, 1 - 16 Channel Detector Rack. Back up Generator Receptacle, Cabinet Interior Painted White w/ Black lettering Vendor Item	3.00 EACH	13389.00000	40167.00
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			40167.00

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

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 121731.00

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

Account	Amount	Remaining Budget

Bill To	Requisition 00025157-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
TEMPLE INC	ELECTRICAL
P O BOX 2066	854 GAYLE STREET
	MOBILE, AL 36604
DECATUR, AL 35602	DLOVE@CITYOFMOBILE.ORG
Tel#256-353-3820	Delivery Reference
Fax 256-353-3351	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/29/25	280034				TRAFFIC ENGINEERING

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.	121731.00	109235.06
TRAFFIC ENGINEERING EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	07/11/25	SANDRA LEWIS	GL Allocation, GL Allocation c
Forward	06/06/25	CLAUDE BUERGER IV	Automatic Forward to 910520668
Approved	07/11/25	DONALD ROSE	Auto approved by: 910518227
Approved	07/11/25	SANDRA LEWIS	
Approved	07/11/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	07/11/25	JOHNNIE HARRUB	Auto approved by: 910518227
Approved	07/11/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	07/11/25	ANNE FOLEY	Auto approved by: 910518227
Approved	07/11/25	JOHN PAINE	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5962

TRAFFIC SIGNAL EQUIPMENT CABINETS, CONTROLLERS

Line	DESCRIPTION	VENDORS	TEMPLE, INC	SOUTHERN LIGHTING & TRAFFIC SYSTEMS	CUBIC ITS, INC	GRAYBAR	CONSOLIDATED ELECTRICAL DISTRIBUTORS
1	TS2-TYPE 1 TS2-TYPE 1 80 4 PED 4 OL, BASE MOUNTED CABINET ASSEMBLY TO INCLUDE SIXTEEN (16) LOAD SWITCHES, EIGHT (8) FLASH RELAYS, NEVA FLASHER, THREE (3) BIU MODULES, ONE (1) CABINET POWER SUPPLY, ONE (1) 16 CHANNEL DETECTOR CARD RACK, BACK-UP GENERATOR RECEPTACLE, CABINET INTERIOR PAINTED WHITE WITH BLACK LETTERING		$ 13,594.00	$ 15,985.00	$ 16,159.50	NO BID	NO BID
2	TS2-TYPE 1 TS2-TYPE 1 80 4 PED 4 OL, POLE OR BASE MOUNTED CABINET TO INCLUDE TWELVE (12) LOAD SWITCHES, SIX (6) FLASH RELAYS, NEVA FLASHER, THREE (3) BIU MODULES, ONE (1) CABINET POWER SUPPLY, ONE (1) 16 CHANNEL DETECTOR CARD RACK, BACK-UP GENERATOR RECEPTACLE, CABINET INTERIOR PAINTED WHITE WITH BLACK LETTERING		$ 13,389.00	$ 15,965.00	$ 14,422.50	NO BID	NO BID

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: lw Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
06/16/2025	5962	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Wednesday, July 2, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents

TRAFFIC SIGNAL EQUIPMENT CABINETS, CONTROLLERS

Please observe instructions on reverse side.

Please quote your prices in the unit specified in the bid.

All prices to be delivered pricing, FOB Mobile.

Products bid are to be compatible with existing equipment currently in use by The City of Mobile.

Provide Specifications on Traffic Signal Control Cabinets/Controllers.

Pricing to be firm for a six (6) month period following the award of this bid. At the option of The City of Mobile and the successful vendor(s), the award of this bid may be extended for five (5) additional six (6) month periods.

Approximate quantity is for each type of item, not for each optional item.

All items must meet requirements as per attached specifications.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 3					
QTY 1-10	TS2-Type I TS2 Type 1 80 4 Ped 4 OL, Base Mounted Cabinet Assembly to include sixteen (16) Load Switches, eight (8) Flash Relays, NEMA Fasher, three (3) BIU Modules, one (1) Cabinet Power Supply, one (1) 16-Channel Detector Card Rack, Back-Up Generator Receptacle, cabinet interior painted white with black lettering Make _____ Model _____ Unit Price $ _____					
QTY 1-5	TS2-Type I TS2 Type 1 80 4 Ped or 4 OL, Pole or Base Mount Cabinet to include twelve (12) Load Switches, six (6) Flash Relays, NEMA Flasher, three (3) BIU Modules, one (1) Cabinet Power Supply, one (1) 16-Channel Detector Rack, Back-Up Generator Receptable, cabinet interior painted white with black lettering Make _____ Model _____ Unit Price $ _____					
	THE ABOVE ITEMS MUST MEET THE ATTACHED SPECIFICATIONS.					
	All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/** If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

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 251-208-7434 or purchasing@cityofmobile.org. No questions will be answered 5 days before bid opening.

Vendor must include contact information with this bid.

Pricing to be firm for a (6) six-month period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for (5) five additional (6) six-month periods.

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.

CITY OF MOBILE

SPECIFICATIONS FOR TRAFFIC SIGNAL EQUIPMENT

l. General.

The following are the requirements for traffic signal equipment. These requirements may be supplemented or amended by the requirements given elsewhere in the bid documents, on plan sheets, and on the details in the ALDOT Special and Standard Highway Drawings.

Requirements specified in these specifications shall comply with the latest editions of the NEC and the NESC. All equipment shall conform to the requirements in the NEMA Standards Publication No. TS 2-2016, "Traffic

Control Systems" or latest revisions and shall conform to the requirements specified within these specifications.

All equipment shall meet the latest NEMA Environmental and Operating Standards. In case of conflict with cited Standard Publications and these specifications, the requirements of these specifications shall govern.

For purposes of these specifications wherever the following terms or abbreviations are used, the meaning shall be interpreted as follows:

Amps Alternating Current

ANSI American National Standards Institute

ASTM American Society for Testing Materials

AWG American Wire Gage

DC Direct Current

HZ Hertz

IMSA International Municipal Signal Association

ITE Institute of Transportation Engineers

LED Light Emitting Diode

MUTCD Manual on Uniform Traffic Control Devices

NEC National Electrical Code

NEMA National Electrical Manufactures Association

NESC National Electrical Safety Code Underwriters Laboratories

V Volts

VA Volt Amps

W Watts

Descriptions and definitions of the equipment, words, and terminology used in these specifications are given in the MUTCD, the NEMA TS 2-2016 Standards Publication, ITE publications, and the NEC.

ll. Cabinet Assembly

The cabinet assembly shall be configured and bench-tested prior to installing the cabinet assembly. An

Electrician from the City of Mobile Electrical Department Traffic Division shall inspect the cabinet assembly prior to turning on the system.

Cabinet Assembly

The cabinet assembly shall be configured and bench-tested prior to installing the cabinet assembly. An Electrician from the City of Mobile Electrical Department Traffic Division shall inspect the cabinet assembly prior to turning on the system.

(a) DESCRIPTION.

A cabinet assembly shall consist of, auxiliary devices, electrical devices and other equipment as specified in these specifications, plans, or proposal mounted and wired into a cabinet to make a complete operational traffic cabinet assembly.

(b) CABINET DESIGN.

The cabinet shall be an approved weatherproof enclosure. it shall be designed for base mount or pole mount as shown on the plans. The cabinet shall be clean-cut in design and appearance.

1. MATERIAL.

The cabinet shall be fabricated from cast aluminum or shaped sheet aluminum. Unless otherwise shown on the plans, the cabinet shall be aluminum finish. When painting of the cabinet is specified, the cabinet shall be primed and finished with two coats of high-grade enamel paint, complying with the requirements of Section 855.

2. CABINET DIMENSIONS.

The cabinet shall be large enough to provide ample space to house the controller unit, conflict monitor, auxiliary devices, electrical devices, and other equipment as specified in these specifications, plans or proposal. The cabinet shall accommodate the largest controller dimensions for the specific number of phases required by the plans or proposal.

The minimum size of pole mounted controller cabinet shall be 41 inches in height, 28 inches in width, and 16 inches in depth.

The minimum size of base mounted controller cabinet shall be 54 inches in height, 38 inches in width, and 16 inches in depth.

3. DOORS.

When closed, the doors shall fit closely to gasketing, making the cabinet weather-resistant and dust-tight. Door hinges, bolts, and pins shall be of stainless steel or equivalent corrosion resistant material.

Main Cabinet Door: A hinged main cabinet door shall be provided permitting complete access to the interior of the cabinet. When opened, this door shall be provided with a device designed to hold the door in an opened position.

Secondary Access Door: An access door which allows access to the back side of the terminal facility shall be provided unless a pole mounted cabinet is required.

Auxiliary Cabinet Door: A small, hinged, auxiliary door (police compartment door) shall be provided on the outside of the main cabinet door. The auxiliary door

shall permit access to a switch panel, but shall not allow entrance to the controller mechanism nor to exposed electrical terminals.

4. GASKETING.

Gasketing shall be provided on all door openings and shall be dust tight. Gaskets shall be permanently bonded to the metal. The mating surface of the gasketing shall be covered with a silicone lubricant to prevent sticking to the mating.

5. LOCKS AND KEYS.

The main cabinet door and secondary access door shall each be equipped with a sturdy brass or stainless-steel lock. The locks shall be a traffic industry conventional lock and operate with a No. 2 key. The locks shall be permanently lubricated and shall be covered with a weatherproof tab.

The small auxiliary door (police compartment door) shall be equipped with a lock and shall use a standard skeleton key.

Two keys shall be furnished for each type of lock.

6. SHELVES.

The cabinet shall be supplied with two mounting shelves. One shelf shall be used for storage of the controller and its associated hardware and the other shelf for storage of detectors.

A pull-out drawer with lid shall be installed and centered under the bottom shelf. The drawer shall be made of aluminum and come out on full extension drawer slides with ball bearings. The lid on the pull-out drawer shall have a non-slip surface, provide an approximate 16-inch x 14 inch working area and have the ability to bear a constant 25-pound burden. The drawer shall include a rear hinge with sufficient storage to hold at least two copies of the cabinet drawings and other related cabinet documentation.

7. CABINET LIGHTING.

Cabinets shall be provided with a minimum of two (2) white light LED modules. One (I) lighting module shall be installed along the front top section of the cabinet and the second lighting module shall be installed underneath the bottom cabinet shelf in such a location as to provide light to the load bay area of the cabinet. Both LED lighting modules shall be controlled by a NEMA rated, commercial quality, pushbutton door switch.

8. POLICE PANEL SWITCHES.

The police door switch panel shall contain only two switches, a power ON/OFF switch, and a flash ON/OFF switch,

The power ON/OFF switch shall be a signal head off switch and not an AC power off switch for the cabinet. This switch shall not interrupt the controller power nor interrupt the controller cycling.

The flash ON/OFF switch shall apply a flash mode to the flasher relay and shall neither interrupt the controller power nor interrupt the controller cycling.

There shall be no remote plug-in contained within the police panel area.

9. POLE MOUNT HARDWARE.

A cabinet intended for side-of-pole mounting shall be provided with an adapter (exclusive of lag bolts or banding) necessary to permit mounting to a 4.5 inch diameter or larger pole. The adapter shall accommodate lag bolts up to 3/8-inch diameter or banding up to 1 inch wide. Mounting holes shall be provided at or near the top and bottom of the cabinet.

10. GROUNDING.

Ground electrodes at controllers shall be a copper clad rod 10 feet in length and 5/8 inch in diameter, driven to a depth of 8 feet and bonded by copper wire or strap of the same cross-sectional area as No. 6 AWG wire.

11. CONVENIENCE RECEPTACLE.

A convenience outlet shall be provided as part of the terminals and facilities. The convenience receptacle shall be a duplex, three prong, NEMA Type 5 — 15R grounding type outlet and shall have independent ground fault circuit protection.

12. CABINET VENTILATION.

Louvered vents shall be located on the main cabinet door. Vents shall allow the release of excessive heat and any explosive gases that might enter the cabinet.

A cabinet vent air filter, minimum size of 16 inches x 12 inches x 1 inch, shall be mounted on door and held in place by a spring.

A thermostatically controlled power vent and fan shall be provided* The thermostat shall activate the fan at 110 O F and de-activate the fan at 90 O F with an accuracy of ± 5 O F.

13. IDENTIFICATION PLATE.

An aluminum identification plate shall be affixed to the cabinet door. The identification plate shall be sized to provide the message "City of Mobile" either etched or embossed in 1-inch high letters. The letters shall be delineated in black enamel.

14. DATA LABEL.

A data label shall be placed on the inside of the cabinet door to provide the following information:

Manufacturer/s name —All equipment installed cabinet

Date of Manufacture

Wiring Schematics Number

Controller Model Number

Controller Serial Number

Conflict Monitor Model Number

Conflict Monitor Serial Number

Time Base Coordinator Model Number (If applicable)

Time Base Coordinator Serial Number (If applicable)

Communication Unit Model Number (If applicable)

Communication Unit Serial Number (if applicable)

Master Model Number (If applicable)

Master Serial Number (If applicable) Time Clocks Model Number (If applicable) Time Clocks Serial Number (If applicable)

(c) AUXILIARY DEVICES.

1. GENERAL.

Auxiliary devices shall conform to the requirements of NEMA Standard Publication NO. TS 2-2016, "Traffic Controller Assemblies".

2. SOLID STATE FLASHERS.

The flasher shall be jack mounted.

3. FLASH TRANSFER RELAY.

The flash transfer relay shall be a heavy-duty relay designed for continuous duty. It shall mount on an eight-pin spade plug base.

4. SOLID STATE LOAD SWITCH.

The signal load switches and signal load base plate shall be furnished and wired in place for each phase provided.

Load switches shall be triple signal, NEMA input light indicating, rated for 10 A at 165 O F. The actual switching component shall have a minimum 500 V PIV rating.

5. DETECTOR TEST SWITCHES.

When specified, detector test switches shall be furnished to check all detector control circuits.

6. MERCURY CONTACTOR.

A mercury contactor input power relay shall be a 40 A relay for 2 phase and 4 phase controllers and a 60 A relay for 8 phase controllers.

(d) TERMINALS AND FACILITIES.

1. GENERAL.

The following define the performance and construction requirements of cabinet terminals and facilities that are considered to be of the attached or non plug-in type. These additional specifications cover the physical requirements, electrical requirements, interface, cabling, supporting terminal facilities, and labeling.

OPENINGS.

The cabinet shall be provided with necessary openings for mounting and connection as specified.

3. ARRANGEMENT OF DEVICES.

The controller equipment and terminal blocks shall be so arranged within the

cabinet that they will not upset the entrance, training, and connection of the incoming conductors.

4. TERMINAL AND PANEL WIRING.

No printed circuit boards will be allowed in the cabinet wiring facility. Every panel and terminal shall be hardwired.

Each cabinet assembly is to be furnished with panels in the cabinet mounted in such a way as to provide visibility and accessibility.

All panel wiring shall be neat, firm, and hardwired.

5. TERMINAL PANEL.

As a minimum, the panel shall be provided with the following terminal blocks:

• Terminal block to provide connections for the circuit breaker and power supply line.

• Terminal block unfused, for neutral side of power supply line.

• Terminal blocks for conductors of signal control cable. One terminal for each signal circuit and one or more terminals for the common conductor shall be provided.

The terminal blocks shall be located at least 6 inches from the bottom of the base mount cabinet and arranged for adequate electrical clearance between terminal blocks.

6. POWER TERMINAL STRIP.

Terminal strip shall be supplied for incoming power.

7. INSERT TERMINALS.

All components, connectors, plug terminals, and insert terminals shall be clearly annotated.

8. TERMINAL STRIP SHIELDING.

If terminal points are located adjacent to a shelf so that possible shorting can be accomplished by shifting of components, the terminal strips shall be shielded.

9. TERMINAL POINTS AND TERMINAL STRIPS.

All terminal points and terminal strips shall be the double tie type and shall be clearly annotated.

There shall be no more than two connections made on any terminal point.

Connections shall be made by using ring tongue terminal connections stamped from one piece of pure copper.

The barrel will be formed with a brazed butted seam and shall be pre-insulated with an appropriate sleeve.

The terminal connections shall be required to be the correct size for the wire and terminal strip bolts.

Terminal connections used on solid wire shall be soldered.

10. WIRING.

Wiring with controller cabinet shall be neatly laced and identified.

All wires shall be cut to a proper length before assembly. No wire shall be doubled back to take up slack.

The outgoing traffic control signal circuits shall be of the same polarity as the line side of the power supply; the common return of the signal circuits shall be of the same polarity as the grounded side of the power supply.

All wiring to AC+ shall be colored black. All wiring to AC- shall be colored white. All wiring to chassis ground shall be colored green.

11. CABLES.

All cables shall be self-contained and have continuous jackets from terminal facility into connector.

The jacket shall be solid flexible sleeving or expandable self-fitting polyester sleeving. Spiral wrap type sleeving will not be accepted.

The position of cables between the components must be such that when the door is closed, it does not press against the cables or force the cables against various components inside the cabinet.

All cables shall be self-contained and shall not be split to feed more than one connector.

12. DETECTOR PANEL.

A separate panel shall be furnished for detector wiring with all NEMA functions available and wired to the terminal strips.

The panel shall also include an earth ground buss with terminal points parallel and adjacent to the loop connection terminals for lightning protection.

A twelve-position double tie blank terminal strip shall be mounted on detector panel for future use.

A 16 channel Detector Card Rack shall be hardwired to receive inputs from loop panel for input to controller.

13. SWITCH PANELS.

An internal switch panel shall be mounted on the inside of the main door. All switch functions shall be permanently and clearly labeled.

14. GROUNDING.

All logic ground, AC neutral, and chassis ground within the equipment and cabinet shall be isolated, split With separate ground buses being required for AC neutral and earth ground.

All lightning protection shall be grounded to the chassis ground. Lightning protection shall be installed before the power service to the cabinet is turned on.

All neutral conductors shall be grounded at the controller and at each terminal point.

15. LINE FILTERS.

Line filters shall be furnished to protect the controller from line voltage surges.

Line filters for two phase controllers shall be rated at 25 A and four phase controllers shall be rated at 30 A through eight phases shall be rated at 45 A.

16. RADIO INTERFERENCE SUPPRESSION.

Each cabinet shall be equipped with a radio interference suppressor installed. The suppressor shall be connected to filter interference completely from the controller and associated equipment.

17. MAINTENANCE PANEL SWITCHES.

These switches shall be mounted on the inside of the main door, on the back side of the auxiliary compartment (police compartment). All switch functions shall be permanently and clearly labeled. The switches shall be of a rocker type and protected to prevent accidental switching. The following switches shall be provided: STOP-TIME, Auto/Flash (NEMA TS-2 section 5.5.1), Signal ON/OFF (heads only). Controller ON/OFF switch interrupting power only to controller.

The STOP-TIME switch shall be connected to a three position switch that is labeled as followed: The top position shall be labeled as "STOP-TIME", which shall set the STOP-TIME bit to the controller, stopping the controller cycle, holding it in its current state; the middle position shall be labeled as "DISABLED", which disables the STOP-TIME bit in the monitor; the bottom position shall be labeled as "RIJN", which enables the STOP-TIME bit in the monitor.

The Auto/Flash switch be installed and labeled in accordance with the specifications contained in NEMA TS-2, Section 5.5.1.

The Signal ON/OFF switch shall be a two position switch the kills the power to the signal heads, making the intersection dark. This switch shall not interrupt the controller power nor shall it interrupt the controller cycling.

18. MAIN CIRCUIT BREAKERS.

A circuit breaker shall be furnished. Circuit breakers shall be rated at 20 A for two phase controllers, shall be rated at 30 A for three and four phase controllers, and shall be rated at 40 A for five through eight phase controllers.

The main circuit breaker shall turn off all power to the cabinet and shall not be used for the power switch, which is located in the service panel.

19. POWER SUPPLY.

Unless otherwise specified the controller unit and associated equipment shall

operate reliably on 115 V; 60 Hz single phase alternating current.

Any internal DC voltages required to satisfactorily operate a cabinet assembly shall be from a regulated power supply designed to generate all DC voltages required, constructed as an integral part of the cabinet assembly,

The grounded side of the power supply shall be carried throughout the controller in a continuous circuit.

19a. TRANSFER SWITCH

Cabinet shall have an external recessed and lockable 30 amp 125 VAC receptacle (equivalent to a Hubbell 2615) capable of cord connecting a generator for operation. The transfer switch shall be an automatic type (equivalent to a Magnecraft 50-1289-1) swapping between Utility and Generator based on the supply source.

20. TIMER CONNECTIONS.

The electrical connections from the timer to the outgoing and incoming circuits shall be made in such a manner that the timer may be replaced with a similar unit, without the necessity of disconnecting and reconnecting the individual wires leading there from. This can be accomplished by means of a multiple plug and jack, a spring connected mounting, or equivalent arrangement.

21. SIGNAL LOAD SWITCH ARRESTOR.

The load switch output shall have a metal-oxide varistor, Type V150LA20A.

22. REPLACING LIGHTNING PROTECTION.

All lightning protection devices shall be replaceable without removing any panels.

23. INDICATOR LIGHTS.

Controllers having indicator lights with a design or jn circuit life of less than 75,000 hours shall have a micro-switch located on the cabinet door that will extinguish the indicators when the door is closed.

24. NEMA INDICATION WIRING.

All NEMA functions plus NEMA coded status bits and voltage monitor outputs as listed in the NEMA Standards Publication No. TS 2-2016. Outputs shall be brought out and wired to an individual tie point of a terminal strip before further routing.

25. PREEMPTION (PRIORITY CONTROL).

When preemption is required by the plans or proposal, electrical devices, logic circuits and special wiring shall be provided which will assume control over local traffic control equipment to require display of special safety modes giving preferential right-of-way to emergency vehicles or protection at railroad crossings.

(f) SURGE PROTECTION FOR CABINET ASSEMBLY.

1. PROTECTION OF CABINET ASSEMBLY.

All cabinet assemblies shall be furnished with a surge protector on the AC service input, which meets or exceeds the following performance requirements.

• Unit shall be capable of withstanding repeated 20,000 A surges a minimum

of 25 times.

• Unit shall have internal follow-current limiters (resistive elements).

Unit shall contain a minimum of three active clamping Stages.

Unit shall self-extinguish within 8.3 milliseconds after the trailing edge of surge.

Parallel impedance of limiters shall be less than 0.15 ohms.

• Unit voltage shall be to the circuit breaker before cabinet voltage filters.

• Electrical connections on the unit shall be durable enough to accommodate a No. 6 AWG wire.

The unit shall have a mounting plate for easy removal and replacement and shall be mounted in a neat workmanlike manner in the controller cabinet with as short a run as possible from the power input to the circuit breaker.

2. PROTECTION OF SIGNAL LOAD SWITCHES.

Each load switch shall be furnished with a gas tube or metal-oxide varistor, Type 150LA20A.

Unit shall have an impulse breakdown of less than 1000 V in less than 0.1 microsecond at 10 kv per microsecond.

Unit shall be capable of withstanding 20 A AC for 1 second applied 10 times at 3 minute intervals on either section.

Unit shall have a current rating of 20,000 A (8/impulse) one time.

Unit shall have a striking voltage of 300 to 500 V DC.

Unit shall have a minimum holdover of 155 V DC,

Unit shall be installed across the Triac of each section of the load switch. The center electrode of the gas tube surge protector shall be connected to pin number 12 of the load switch plug. The load switch receptacle pin number 12 shall be wired to a minimum No. 8 wire ground buss. The ground buss shall be connected to the chassis ground and a ground rod. Connection terminal shall be provided a minimum distance possible from the physical center of the ground buss.

3. PROTECTION OF CONTROLLER UNIT AND CONFLICT MONITOR.

Power and neutral for controller and conflict monitor shall be wired through a high-speed approved suppressor. The output of the arrestor to failsafe, controller, etc., shall be through shielded cable or twisted pair to the unit's AC plus and AC minus inputs.

The surge protection device shall meet or exceed the following performance requirements.

Protectors, after being subjected to twenty-five 20 kA (8 X 20 us) pulses must remain operative and exhibit less than 5 percent plus or minus change 'in clamp voltage before and after the test.

The protector clamp shall never exceed 250 V when subjected to the 20-kA surge.

The peak current shall be 20,000 A.

The continuous service current shall be, 10 A maximum, 120 V ACP 60 Hz.
FILTERING SPECIFICATIONS, MIL-STD-220 Insertion Loss Test Data

Insertion Loss Requirements

Frequency Insertion Loss (dB)

60 Hz

10 kHz 34

50 kHz 55

100 kHz 76

500 kHz 68

2 MHz 58

5 MHz 58

10 MHz 58

20 MHz 63

4. PROTECTION OF REMOTE DETECTOR AND INTERCONNECT CABLE.

Each remote detector input line and interconnect line, as it enters the cabinet shall be furnished with a surge protection device that meets or exceeds the following requirements.

Unit shall be capable of withstanding 10,000 A 10:20 microsecond standard waveform surges a minimum of 50 times.

Unit shall have internal follow-current limiters (resistive elements).

Unit shall self-extinguish within 8.3 milliseconds after the trailing edge of surge.

Unit shall not have thermal circuit breakers in place of limiters.

Limiter resistance shall be between 0.15 Q and 0.39 Q.

Unit shall have a mounting plate for easy removal and replacement and shall be mounted in the controller cabinet in a neat workmanlike manner.

5. PROTECTION OF LOOP DETECTORS (EXTERNAL SURGE PROTECTION).

External surge protection for each detector must meet the following requirements.

Unit shall be a three terminal device capable of protecting the detector against differential (between the loop leads) surge, and against common mode (between leads and ground) surges.

Unit shall be of the inductive type with a maximum DC resistance of 150 mo.

Unit inductance shall be able to protect the detector electronics when the detector is subjected to a 400 A surge across the detector leads.

Unit shall be a two-stage device.

Unit shall clamp a 250 A surge to 25 V within 40 nanoseconds. Surge shall be applied between the two detector leads.

Unit shall clamp a 250 A COMMON mode (between leads and ground) surge to 35 V. These do not include protector lead IR drop.

Unit shall withstand repeated surges.

Unit and loop terminals to be physically mounted approximately 6 inches from bottom of cabinet.

(g) WIRING DIAGRAM.

Two copies of cabinet wiring diagram shall be supplied as well as copies of the following:

Controller circuit diagrams and schematics; Controller Operations Manual;

Conflict Monitor diagrams and schematics.

Flasher diagrams and schematics;

Load Relay diagrams and schematics;

- Diagrams and schematics of any external hardware supplied;

- Template of Base Mounting if base mounted.

Cabinet prints shall include flash color change instructions for all phases and all overlaps.

Cabinet prints shall be keyed to show every input and every output from every terminal. If prints use multiple ground and neutral busses, busses shall be numbered. All grounds and neutrals shall be keyed to the busses that they are connected to. Cabinet prints shall show every connector. Cabinet shall have all Load Switch and Relay bays populated with equipment intended for its purpose.

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 22, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase orders to Ward International Trucks LLC for one 2024 or newer Isuzu NPR crew cab 16 ft box truck with lift gate for Motor Pool..

Amount of Contract:
$86,458.00

Funding Source
General fund.

ATTACHMENTS:
1. 20250714 Ward Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 22 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 Ward International Trucks LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase orders to Ward International Trucks LLC for one 2024 or newer Isuzu NPR crew cab 16 ft box truck with lift gate for Motor Pool..
General fund motor pool.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $86,458.00

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 5944

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

How many bidders submitted bids (if applicable): 4

If this is not the lowest bid, explain why not:
10% local price preference

R E S O L U T I O N

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
27303	2025	(F7000) MOTOR POOL	ONE 2024 OR NEWER ISUZU NPR CREW CAB 16FT BOX TRUCK WITH LIFT GATE FOR MOTOR POOL (SEALED BID 5955)	$86,458.00	(232872) WARD INTERNATIONAL TRUCKS LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00027303-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45040. Review: Buyer: Status: Released Page 1

Vendor	Ship To
WARD INTERNATIONAL TRUCKS LLC P O BOX 50375 MOBILE, AL 36605 Tel#251-433-5616 Fax 251-433-5617	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
07/11/25	232872				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2024 OR NEWER ISUZU NPR BOX TRUCK AS FOLLOWS: 2024 ISUZU NPR (GASOLINE) 4x2 CREW CAB CHASSIS W/16 FT DRY VAN BODY AND TOMMY GATE MODEL 89-20A LIFTGATE (2,000 POUND CAPACITY). PRICE INCLUDES A 5-YEAR 100,000 MILE ISUZU N SERIES EXTENDED WARRANTY. VENDOR TO PROVIDE 2024 OR NEW ISUZU NPR CHASSIS WITH6.6L GASOLINE ENGINE AND MORGAN VSD08516096 - 16 FT BODY AS PER CITY OF MOBILE BID #5944 AND YOUR QUOTE Additional Description Notes --- 2024 OR NEWER ISUZU NPR BOX TRUCK AS FOLLOWS: 2024 ISUZU NPR (GASOLINE) 4x2 CREW CAB CHASSIS W/16 FT DRY VAN BODY AND TOMMY GATE MODEL 89-20A LIFTGATE (2,000 POUND CAPACITY). PRICE INCLUDES A 5-YEAR 100,000 MILE ISUZU N SERIES EXTENDED WARRANTY. AS REQUESTED BY:7000-MOTOR POOL	1.00 EACH	86458.00000	86458.00
1	7000.40.20.0000.0000.2070.0000.0000.45040.			86458.00

Bill To	Requisition 00027303-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
WARD INTERNATIONAL TRUCKS LLC	MOTOR POOL - ATTN: ADAM LYNN
P O BOX 50375	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36605	AGEET@CITYOFMOBILE.ORG
Tel#251-433-5616	Delivery Reference
Fax 251-433-5617	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
07/11/25	232872				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 86458.00

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45040.	86458.00	2181486.54
MOTOR POOL EXP	MOTOR POOL BUDGET RATE	

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

Activity	Date	Clerk	Comment
Queued	07/11/25	MATTHEW ANDERSON	
Queued	07/11/25	SHONNDA SMITH	
Queued	07/11/25	CHERI BOUCHER	
Queued	07/11/25	TRAVESIA AGEE	
Queued	07/11/25	CHARLES SUMRALL	
Pending		MATTHEW ANDERSON	
Pending		SHONNDA SMITH	

Bill To	Requisition 00027303-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
WARD INTERNATIONAL TRUCKS LLC	MOTOR POOL - ATTN: ADAM LYNN
P O BOX 50375	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36605	AGEET@CITYOFMOBILE.ORG
Tel#251-433-5616	Delivery Reference
Fax 251-433-5617	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
07/11/25	232872				MOTOR POOL

LN	Description / Account		Qty	Unit Price	Net Price
	Pending	CHERI BOUCHER			
	Pending	DONALD ROSE			
	Pending	SANDRA LEWIS			
	Pending	STEVEN KRONINGER			
	Pending	JOHNNIE HARRUB			
	Pending	SAMANTHA COOLEY			
	Pending	ANNE FOLEY			
	Pending	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5955
16' BOX TRUCK ON CAB OVER CHASSIS

	ACTUAL BID	**LOCAL VENDOR ADJUSTMENT**
WARD INTERNATIONAL *ISUZU NPR/MORGAN BODY*	$86,458.00	-
ALAN JAY AUTOMOTIVE *CHEVY LCF 5500*	$84, 538.00	$92,991.80
ML UTILITIES, LLC *ISUZU NPR/COMPLETE BODY*	$87,345.86	$96,079.50
TECHNOLOGY INTERNATIONAL *ISUZU NPR/METRO BODY*	$96,350.00	$105,985.00

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
05/30/2025	5955	Motor Pool	TO BE 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 Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
APPX 1-2	**16' BOX TRUCK ON CAB OVER CHASSIS WITH GASOLINE ENGINE**					

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

16' BOX TRUCK ON CAB OVER CHASSIS WITH GASOLINE ENGINE.
16' DRY FREIGHT VAN/BOX TRUCK BODY WITH LIFT GATE ENGINE
CREW CAB CHASSIS WITH GASOLINE ENGINE AS PER THE FOLLOWING AND ATTACHED.

CAB AND CHASSIS

MAKE_____ MODEL_____

YEAR_____ ENGINE_____

GVW_____

BODY

MAKE_____ MODEL_____

YEAR_____ ENGINE_____

GVW_____

Upon award, the City will purchase one (1) cab and chassis with 16' van/box truck body.

Price to be good for 90 days after bid opening.

Page 1 of 2

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 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 Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

If you have any questions please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

THIS BID IS 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.

Specifications for 16' Dry Freight Van Body mounted on Cab Over Crew Cab Truck Chassis

Chassis Specifications:

Model: 2024 or latest model year Isuzu NPR cab and chassis or equal. 12,000 GVWR. Standard model specifications with power windows and power door locks, air conditioning, rear body dome light switch and AM/FM radio with Bluetooth. Color to be white.
EXCEPTION: _____

Engine: Gasoline, 350 HP 4500 RPM. 425 Lb-Ft Torque 3800 RPM. GMPT 6.6L (400 CID) V8 or equal.
EXCEPTION: _____

Transmission: 6L90-E Hydra-Matic, 6-speed automatic with overdrive.
EXCEPTION: _____

Wheelbase: 176", 114.5" CA.
EXCEPTION: _____

Air Cleaner: Dry paper single element. Air cleaner canister standard with air restriction gauge.
EXCEPTION: _____

Alternator: 170 minimum.
EXCEPTION: _____

Batteries: Single 12-volt maintenance free. 750 CCA battery frame mounted battery box.
EXCEPTION: _____

Exhaust: Single horizontal aluminized steel with catalytic converter and oxygen sensor devices.
EXCEPTION: _____

Front Axle and Suspension: "I" beam axle rated at 6,830 lbs. Includes integral hydraulic power steering. 6,830 lbs. capacity suspension. Includes shock absorbers and stabilizer bar.
EXCEPTION: _____

Rear Axle and Suspension: Axle single-speed with 14,550 lb. capacity with oil lubricated rear wheel bearings. 12,900 lbs. capacity suspension. Includes shock absorbers.
EXCEPTION: _____

Tires and Wheels: 16" X 6" 6-hole disc wheels, painted white. 215/85R16E low rolling resistance tubeless radial tires. All seasons tread.
EXCEPTION: _____

Fuel Tank: 38.6-gallon rectangular fuel tank. Mounted between frame rail with electric fuel pump (mounted in tank). Through the rail fuel fill.
EXCEPTION: _____

Brakes: Dual circuit, vacuum + power assisted hydraulic 4-wheel disc brakes with 4 channel ABS. Mechanical, transmission mounted parking brake. Non-asbestos semi metallic brake linings.
EXCEPTION: _____

Warranty: To include standard and 60-month 150,000 extended warranty covering engine, transmission, and drive axle. Engine coverage for cylinder block, cylinder head, oil pan, thermostat housing, flywheel, intake and exhaust manifolds, and the following internal parts: oil pump, pistons with rings, crankshaft and bearings, head bolts, cylinder head gasket, intake and exhaust valves, rocker arm assembly, camshaft and bearings, front and rear main seals. Transmission coverage includes transmission case and all internal parts. Drive axle coverage includes differential, axle shafts, all seals, and bearings. Road assistance and towing included for covered repairs on the vehicle to the nearest authorized dealer at no additional charge. Include a copy of standard and extended warranty coverage with bid submittal.

Body Specifications:

Body Style: Aluminum dry freight truck body. 16' X 96" wide X 87" high. Rear door 88 wide" X 80" high non-insulated roll up type.
EXCEPTION: _____

Floor: 1 1/8" laminated hardwood floor fastened to subframe with 2 countersunk screws per floorboard per crossmember or equal.
EXCEPTION: _____

Subframe: 3" I-beam crossmembers on 12" centers with 4" long rails or equal.
EXCEPTION: _____

Sidewall: Extruded aluminum top and bottom rails with 1-3/8" deep galvanized steel Z-shaped vertical posts installed on 16" centers. Standard cargo interior includes 4 slats on each side of body full length. Provide rear view camera.
EXCEPTION: _____

Roof: One piece .032 aluminum with anti-snag roof bows on 24" centers.
EXCEPTION: _____

Exterior panels: .040 aluminum pre-painted white.
EXCEPTION: _____

Exterior Lighting: LED sealed clearance lights installed in front corner caps, side top rails and 5 across rear header.
EXCEPTION: _____

Mud Flaps: Include on rear.
EXCEPTION: _____

5" structural bumper with pooched surface and closure plate.
EXCEPTION: _____

Liftgate: Furnish and install Tommy Gate Model 89-20A or equal 2,000 lb capacity rail type liftgate. Platform size 89" wide X 67" deep".

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)

AGENDA ITEM SUMMARY SHEET

Agenda of: July 22, 2025

Submitted by:
Nicholas Amberger

Sponsored by:
William Stimpson, Mayor
Gina Gregory, Councilmember

Purpose and Scope of Project:

Amount of Contract:
$20,000.00

Funding Source
SDW24

ATTACHMENTS:
1. Budget Transfer Request Form From SDW24 (CIP 2024 CW Sidewalk Repair & Maint to G-TAPVOS FY 25 Tap Villiage of Springhill 7.8.2025

REVIEWERS:
Lashey Williams
John Forrester
Nicholas Amberger
Brenda Rhodes
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Councilmember Gina Gregory, District 7

Be IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $20,000.00 be transferred from the District 7 Contingency Capital Account CON07 to Grants Project G-TAPVOS to assist with the Village of Springhill Sidewalks.

Adopted:

_____

City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 7/8/2025

BUDGET TRANSFER: ☑(from one project to another)

DISTRICT#: Select Item. 7

REQUEST: Please transfer $ 20,000.00

FROM CAPITAL PROJECT#: SDW24

CAPITAL PROJECT NAME: CIP 2024 CW Sidewalk Repair & Maint

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: G-TAPVOS

PROJECT NAME: FY 25 Tap Village of Springhill

DEPT. PROJECT#: _____

Lashay Williams
Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

Williams, Lashey

From: Lambeth, Tammy
Sent: Tuesday, July 1, 2025 10:48 AM
To: Forrester, John
Cc: Williams, Lashey
Subject: funding for G-TAPVOS

John,

For the CVS sidewalks, the funds have **not** been transferred into the project to finish the design and CEI. What we need is the following.

- Transfer $20,000 from SDW24 District 7 into G-TAPVOS. This is from the same funding source for District 7 that we got the grant match back in Feb.

- Transfer $20,000 from Joel's Discretionary Fund into G-TAPVOS. See image below where it was on the Council agenda 6/10/25. This is from the same funding source for District 5 that we got the grant match back in Feb.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: July 22, 2025

Submitted by:
Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:
William Stimpson, Mayor
William Carroll, Councilmember

Purpose and Scope of Project:
Attached is a contract agreement between the City of Mobile and McElhenney Construction Company, LLC, to administer the construction of the Innovating St. Louis Street: Mobile's Technology Corridor project. The McElhenney Construction Company, LLC. team was chosen through an Alabama Department of Conservation and Natural Resources (ADCNR) approved, competitive City of Mobile bid process that is aligned with the federal procurement policies.

This contract is funded through the subaward agreement for Grant Award #: RDCGR010105-01-02 between the ADCNR and the City of Mobile for the RESTORE Act Direct Component project titled "Innovating St. Louis Street: Mobile's Technology Corridor, which was adopted by City Council on May 26, 2020. These federal funds originated from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). It is also funded through a grant agreement between the City of Mobile and the State of Alabama (acting by and through the Alabama Department of Transportation, which was adopted by City Council on July 02, 2024.

The purpose of this project is to reconstruct infrastructure on a 17-block stretch of St Louis Street in downtown Mobile. The project includes the reconstruction of the roadbed, adjacent, and subsurface infrastructure within the St. Louis Street right-of-way. The reconstruction of existing utility, streetscape, roadway, and storm drainage infrastructure along St. Louis Street will be a significant milestone for the City of Mobile. Comprehensively, this initiative correlates with broader objectives for fostering additional business development and economic revitalization opportunities within the corridor and the surrounding area.

Amount of Contract:
$16,797,719.65

Funding Source
G-STLOUIS

ATTACHMENTS:
1. St Louis Street CoverLetter2
2. St Louis Street Resolution
3. MCC St. Louis Contract for RESTORE review #2

REVIEWERS:
Jennifer Greene
Nicholas Amberger
Laura Angle
Cherlina Monteiro
James Barber

July 15, 2025

To Whom It May Concern:

Attached to this memo is a Contract agreement between the City of Mobile and McElhenney Construction Company, LLC, to administer the construction of the Innovating St. Louis Street: Mobile's Technology Corridor project. The McElhenney Construction Company, LLC. team was chosen through an Alabama Department of Conservation and Natural Resources (ADCNR) approved, competitive City of Mobile bid process that is aligned with the federal procurement policies.

This contract is funded through the subaward agreement for Grant Award #: RDCGR010105-01-02 between the ADCNR and the City of Mobile for the RESTORE Act Direct Component project titled "Innovating St. louis Street: Mobile's Technology Corridor, which was adopted by City Council on May 26, 2020. These federal funds originated from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). It is also funded through a grant agreement between the City of Mobile and the State of Alabama (acting by and through the Alabama Department of Transportation, which was adopted by City Council on July 02, 2024.

The purpose of this project is to reconstruct infrastructure on a 17-block stretch of St Louis Street in downtown Mobile. The project includes the reconstruction of the roadbed, adjacent, and subsurface infrastructure within the St. Louis Street right-of-way. The reconstruction of existing utility, streetscape, roadway, and storm drainage infrastructure along St. Louis Street will be a significant milestone for the City of Mobile. Comprehensively, this initiative correlates with broader objectives for fostering additional business development and economic revitalization opportunities within the corridor and the surrounding area.

We look forward to continued communication on this important funded project. Please call Jennifer Greene with questions at 251-208-7199 or email at Jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Engineering and Infrastructure

R E S O L U T I O N

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, between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company:	McElhenney Construction Company, LLC
Project Name:	Innovating St. Louis Street: Mobile's Technology Corridor COM Project No. 2018-3005-19
Cost:	$16,797,719.65

Adopted:

_____

City Clerk

Project Name: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR, COM PROJECT NO. 2018-3005-19

Bid Opening Date: 6/11/2025

Required Items Checklist

The following items are required with your bid proposal in order for it to be deemed responsive. For more information, please see Invitation to Bid and Instructions to Bidders. Please fill out this checklist and acknowledge that each item is present by initialing each line. This form must be included as the first page in your bid proposal.

Note: We ask that Contractors TAB and LABEL each required item to increase efficiency at bid opening.

Initial	*Required Item*
DW	(1) Attendance at Pre-Bid Meeting
DW	(2) Correct project name and information on sealed envelope (see pg. 6)
DW	(3) Proof of required State of Alabama Contractor's License (see pg. 5-6)
DW	(4) Entire bound bid contract as received from consultant engineer (see pg. 4)
DW	(5) Each addendum signed and acknowledged (see City of Mobile Bid Website for links)
DW	(6) Bid Bond or Check for 5% of amount bid (max $10,000) (see pg. 5, 29)
DW	(7) DBE Subcontracting and Major Supplier Plan (see page 5; form - pgs. 70-75)
DW	(8) E-Verify Affidavit (Form – pg. 76)
DW	(9) Accounting of Sales Tax form (pgs. 185-187)
DW	(10) Federal-Aid Funded Projects (form – pg. 268-273)
DW	(11) UEI Documentation and SAM.gov Verification (see pg. 5 & 12; form – pg. 77)
DW	(12) FFATA Disclosure Statement (form – pg. 78)
DW	(13) Proposal Form (pgs. 13-28)

Helpful reminders:

1. Each required form must be filled out correctly for the bid to be considered responsive.
2. The subcontractors on your DBE Subcontracting Plan must match the UEI and SAM.gov verification form.
3. Note all changes released in addendums, including any form replacements or updated bid contract language. Errors or omissions may result your bid being considered unresponsive.
4. Proposals must be returned on the appropriate form provided by the City of Mobile. Do not create your own proposal form.
5. Make sure the numbers on your bid form match the written version of the number. The written number will be used if there is a discrepancy.

Prepared by: Drew Windham Job Title: Project Engineer

MOBILE

ALABAMA

INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

PROJECT NO. 2018-3005-19

BID DATE - June 11 , 2025

ALABAMA LICENSED No. 23388 PROFESSIONAL ENGINEER KIRBY H. LATHAM 12-30-2024

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 49555

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

MCELHENNEY CONSTRUCTION COMPANY LLC

THEODORE, AL 36590

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

D: DEMOLITION, H/RR-S: BRIDGES, H/RR-S: CONCRETE, H/RR-S: DRAINAGE, H/RR-S: PILE DRIVING, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until **April 30, 2026** when this Certificate expires.

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

25th day of **April, 2025**

216318

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

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ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until **2:30 pm CT, June 11, 2025** and then publicly opened and read in the Multipurpose Room, Ground Floor, for constructing:

Project No:	2018-3005-19
Project:	Innovating St. Louis Street: Mobile's Technology Corridor
Project Description:	Street Rehabilitation Improvements

Use of Gender. The use of any gender herein shall be deemed or include the other genders, and the use of the singular herein shall be deemed to be or include the plural (and vise versa), wherever appropriate.

Plans and contract documents may be inspected and obtained from Neel-Schaffer, Inc. 5 Dauphin Street, Suite 200 Mobile, AL 36602 (251.471.2000) upon payment of One Hundred Fifty dollars ($150.00). 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 3:00 p.m. on June 6, 2025.

A Mandatory Pre-Bid Conference will be held at the Multipurpose Room, 1st Floor, Government Plaza, 205 Government Street, Mobile, Alabama, on June 4, 2025 at 11:00 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 (i.e. entire contract document).

Bidders are advised to carefully and thoroughly review the bid documents for the specific federal provisions that must be met over the course of the Project. The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of 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).

All bidders must make positive efforts to use small and minority owned business and women business enterprises. Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs. Bidders must pay special attention to the requirements of the City of Mobile Subcontractor and Major Supplier Plan. The City of Mobile requires that bidders comply with City Ordinance 4-034-2018 Chapter. Refer to 2 CFR 200.321 and the City of Mobile's Subcontractor and Major Supplier Plan included in the bid package for detailed language (Attachment C).

The Contractor and his subconsultants will each be required to furnish their individual Unique Entity Identifier or UEI number and submit proof of active sam.gov registration with their proposal. Proof of pending UEI registration application to sam.gov will be accepted. Failure to furnish this information will result in a non-responsive bid. See forms in Attachment C in bid documents.

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto. In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2022 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State

License Number on outside of bid envelope. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code. The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

Any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant funding from the United States Department of the Treasury ("Treasury") and the Alabama Department of Conservation and Natural Resources ("ADCNR") under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act, 33 U. S. C. 1321(t), Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart D, all applicable terms and conditions in 2 C. F. R. Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable. Notwithstanding the above, neither ADCNR nor Treasury, or any of their agents, representatives, or employees, is or will be a party to this Invitation for Bids or any resulting contract. Further, any contractor awarded a contract under this Invitation for Bids shall not be deemed to be an agent, representative, employee or servant of ADCNR or Treasury.

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 **INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR,** City of Mobile Project No. **2018-3005-19**, in the City of Mobile, Alabama".

Bid schedule - Subject to change with notice on www.cityofmobile.org/bids

Advertisement: Wednesday, 05/14/25 - Wednesday, 05/28/25
Mandatory Pre-Bid Meeting: Wednesday, 06/4/25 at 11am, Multipurpose Room, Govt. Plaza Atrium
Pre-Bid Questions Due: Friday, 06/06/25 at 3pm
Bid Opening: Wednesday, 06/11/25 at 2:30pm, Multipurpose Room, Govt. Plaza Atrium

PLEASE PUBLISH IN THESE ISSUES 05/14/25, 05/21/25 and 05/28/25.

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. Bids must remain valid for ninety (90) days after bid opening.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:
The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:
Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:
The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

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

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

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

8. BONDS AND INSURANCE:
The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies. Bonds must remain valid for ninety (90) days after bid opening.

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 **INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR**, City of Mobile Project No. **2018-3005-19**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:
Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:
Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:
At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS: The Contract will be awarded to the lowest responsive and 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.

22. GRANT INFORMATION:

Any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant funding from the United States Department of the Treasury ("Treasury") and the Alabama Department of Conservation and Natural Resources ("ADCNR") under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act, 33 U. S. C. 1321(t), Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart D, all applicable terms and conditions in 2 C. F. R. Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable. Notwithstanding the above, neither ADCNR nor Treasury, or any of their agents, representatives, or employees, is or will be a party to this Invitation for Bids or any resulting contract. Further, any contractor awarded a contract under this Invitation for Bids shall not be deemed to be an agent, representative, employee or servant of ADCNR or Treasury.

23. INFORMATION FOR BIDDERS RELATED TO RESTORE ACT FUNDING:

1. MINORITY BUSINESS ENTERPRISE AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) REQUIREMENTS: Documentation of compliance with the MBE/WBE requirements is a matter of contractor responsibility. When subcontracting, the contractor must submit documentation of good faith efforts to meet the project's MBE/WBE requirements before contracted work can commence; MBE/WBE requirements and required documentation are outlined in ADCNR Required Attachments Section of the Contract documents. Failure on the part of the contractor to submit proper documentation may cause the Owner to not execute or to terminate the contract.

2. DAVIS BACON AND RELATED ACTS: The Davis-Bacon Act and Related Acts are applicable to construction activities under this Contract. The prime contractor, all sub- contractors, and all lower-tier sub-contractors must comply with the Davis-Bacon Act (40 USC. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). The Contract Work Hours and Safety Standards Act (29 CFR §5.5(b)) applies to this contract and the Copeland "Anti-Kickback" Act (40 USC. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") also applies to all work performed. Detailed information regarding compliance with the aforementioned labor standards is included in the ADCNR Required Attachments Section of the Contract Documents.

   See Attachment I, Appendix F for the applicable prevailing wage determination issued by the Department of Labor. See also FHWA-1273 Required Contract Provisions (pg. 265). The decision to award a contract or subcontract is conditioned upon the acceptance of this wage determination, which may be superseded by addendum.

3. DEBARMENT AND SUSPENSION: All Bidders must obtain a SAM

   registration and Unique Entity Identifier (UEI) number that is required for any entity to bid on and get paid for federal contracts or to receive federal funds. See *(Provision (HJ, 2 CFR 200 Appendix II).*

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date _____

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by Neel-Schaffer, Inc. 851 East I-65 Service Road South, Suite 1000, Mobile, AL 36606, as well as the premises

Project Name: **INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR**
Project No: 2018-3005-19
Project Description: Street Rehabilitation and Improvements
Major work items include: Road, Drainage and Water Line Improvements

The Bidder further agrees to construct the improvements by January 31, 2028.

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

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

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

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to Neel-Schaffer, Inc. 851 East I-65 Service Road South, Suite 1000, Mobile, AL 36606. In order to receive consideration, the request must be received before 12:00 p.m. on XXXX XX, 2023. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

Project No. 2018-3005-19

INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BID PRICE
206C-000	REMOVING CONCRETE SIDEWALK (ALL THICKNESSES, INCLUDING SAWCUTTING)	2050	SQUARE YARD	THIRTY ONE DOLLARS AND ONE CENT	$31.01	363,570.5
206C-001	REMOVING CONCRETE PAVEMENT (ALL THICKNESSES, INCLUDING SAW CUTTING)	1000	SQUAREYARD	THIRTY EIGHT DOLLARS AND SIXTEEN CENTS	$38.16	$38,160.00
206C-010	REMOVING CONCRETE DRIVEWAY (ALL THICKNESSES, INCLUDING SAW CUTTING)	2040	SQUARE YARD	THIRTY EIGHT DOLLARS AND SIXTEEN CENTS	$38.16	$77,846.40
206D-000	REMOVING STORM DRAIN PIPE (ALL KINDS, SIZES AND DEPTHS)	4107	LINEARFOOT	THIRTY FIVE DOLLARS AND SEVENTY EIGHT CENTS	$35.78	$146,948.46
206D-000A	REMOVING UTILITY PIPE (ALL KINDS, SIZES AND DEPTHS)	2500	LINEARFOOT	THIRTY ONE DOLLARS AND ONE CENT	$31.01	$77,525.00
206D-002	REMOVING CURB, GUTTER, AND COMBINATION CURB AND GUTTER (ALL KINDS AND SIZES)	3841	LINEARFOOT	SEVENTEEN DOLLARS AND FORTY NINE CENTS	$17.49	$67,179.09
206D-011	REMOVING FENCE	500	LINEARFOOT	TWENTY TWO DOLLARS AND THIRTY THREE CENTS	$22.33	$11,165.00
206D-030	REMOVING UTILITY LINES	1800	LINEAR FOOT	THIRTY ONE DOLLARS AND ONE CENT	$31.01	$55,818.00
206D-034	REMOVING CONCRETE BOX CULVERT	200	LINEARFOOT	TWO HUNDRED THIRTY SIX DOLLARS AND FORTY FOUR CENTS	$236.44	$47,288.00
206D-034A	REMOVING CONCRETE BOX CULVERT TOP	1000	LINEARFOOT	NINETY NINE DOLLARS AND SIXTY THREE CENTS	$99.63	$99,630.00
206E-001	REMOVING INLETS (ALL KINDS, SIZES AND DEPTHS)	52	EACH	NINE HUNDRED THIRTY DOLLARS AND THIRTY TWO CENTS	$930.32	$48,376.64
206E-002	REMOVING JUNCTION BOXES (ALL KINDS, SIZES AND DEPTHS)	50	EACH	NINE HUNDRED THIRTY DOLLARS AND THIRTY TWO CENTS	$930.32	$46,516.00
206E-022	REMOVING METAL POLE WITH LIGHT	27	EACH	ONE THOUSAND THREE HUNDRED FIFTY NINE DOLLARS AND TWENTY CENTS	$1,359.20	$36,698.40
210A-000	UNCLASSIFIED EXCAVATION (EST. AT 7,500 CYIP)(SEE NOTE 45 SHEET 2J)	1	LUMP SUM	THREE HUNDRED SIXTY SIX THOUSAND TWO HUNDRED TWENTY SEVEN DOLLARS AND NO CENTS	$366,227.00	$366,227.00
210A-003	UNCLASSIFIED EXCAVATION(SEE NOTE 46 SHEET 2J)	1000	CUBICYARD	THIRTY NINE DOLLARS AND SIX CENTS	$39.06	$39,060.00
210A-00A	HYDRO EXCAVATION FOR TREE ROOT PROTECTION	30	DAY	THREE THOUSAND FOUR HUNDRED SIXTY THREE DOLLARS AND SIXTY FOUR CENTS	$3,463.84	$103,909.20
210D-012	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)(A-2-4(0) OR A-4-(1))	5000	CUBICYARD	FORTY THREE DOLLARS AND TWO CENTS	$43.02	$215,100.00
214A-000	STRUCTURE EXCAVATION	600	CUBIC YARD	TWENTY FOUR DOLLARS AND THIRTY CENTS	$24.30	$14,580.00
214B-000	FOUNDATION BACKFILL, LOCAL	250	CUBIC YARD	FORTY FOUR DOLLARS AND SIXTY NINE CENTS	$44.69	$11,172.50
214B-001	FOUNDATION BACKFILL, COMMERCIAL	400	CUBIC YARD	ONE HUNDRED FIVE DOLLARS AND FIFTY ONE CENTS	$105.51	$42,204.00
230A-000	ROADBED PROCESSING	36.0	ROADBED STATION	ONE THOUSAND FOUR HUNDRED NINETY FIVE DOLLARS AND TWO CENTS	$1,485.02	$53,820.72
260A-003	CEMENT MORTAR FLOWABLE BACKFILL, MIX 4	60	CUBICYARD	SEVEN HUNDRED FOURTEEN DOLLARS AND SIXTY ONE CENTS	$714.61	$42,876.60
301A-012	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	22395	SQUARE YARD	FORTY DOLLARS AND THIRTY ONE CENTS	$40.31	$902,742.45
401A-000	BITUMINOUS TREATMENT A	15350	SQUAREYARD	ONE DOLLAR AND NINETEEN CENTS	$1.19	$18,266.50
405A-000	TACK COAT	2200	GALLON	SEVEN DOLLARS AND SEVENTEEN CENTS	$7.17	$15,774.00
408A-052	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	6450	SQUAREYARD	SIX DOLLARS AND FIFTEEN CENTS	$6.15	$39,667.50
424A-360	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (220 #/SY)	2700	TON	ONE HUNDRED SIXTY THREE DOLLARS AND THIRTY TWO CENTS	$163.32	$440,964.00
424B-651	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (300 #/SY)	2750	TON	ONE HUNDRED FIFTY NINE DOLLARS AND FIFTEEN CENTS	$159.15	$437,662.50
424B-655	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	600	TON	ONE HUNDRED FIFTY NINE DOLLARS AND FIFTEEN CENTS	$159.15	$95,490.00
430B-040	AGGREGATE SURFACING (CRUSHED AGGREGATE BASE, TYPE B)	1000	TON	EIGHTY SIX DOLLARS AND SIXTY THREE CENTS	$86.63	$86,630.00
454A-100	CLEANING AND SEALING CONCRETE CULVERT	250	LINEARFOOT	ONE HUNDRED SEVENTY THREE DOLLARS AND EIGHTEEN CENTS	$173.18	$43,295.00
490D-001	CULVERT EQUALL REPAIR	400	SQUAREFOOT	FIVE HUNDRED NINETEEN DOLLARS AND FIFTY FIVE CENTS	$519.55	$207,820.00
502A-000	STEEL REINFORCEMENT	150000	LB	TWO DOLLARS AND TWO CENTS	$2.02	$303,000.00
524A-011	CULVERT CONCRETE (CAST IN PLACE)	400	CUBICYARD	NINE HUNDRED TWENTY THREE DOLLARS AND SIXTY FOUR CENTS	$923.64	$369,456.00
524A-011A	CULVERT CONCRETE FOR TOP (CAST IN PLACE)	650	CUBIC YARD	NINE HUNDRED NINETEEN DOLLARS AND FORTY ONE CENTS	$919.41	$597,816.50
533A-097	15" STORM SEWER PIPE (CLASS 3 R.C.)	37	LINEARFOOT	FOUR HUNDRED EIGHTY SEVEN DOLLARS AND EIGHTY NINE CENTS	$487.89	$18,051.93
533A-098	18" STORM SEWER PIPE (CLASS 3 R.C.)	1053	LINEARFOOT	ONE HUNDRED EIGHTY FIVE DOLLARS AND SEVENTY CENTS	$185.70	$195,542.10
533A-099	24" STORM SEWER PIPE (CLASS 3 R.C.)	432	LINEAR FOOT	TWO HUNDRED ONE DOLLARS AND TWENTY SEVEN CENTS	$201.27	$86,948.64
533B-097	18" SPAN, 11" RISE STORM SEWER PIPE (CLASS 3 R.C.)	2070	LINEARFOOT	ONE HUNDRED SEVENTY NINE DOLLARS AND NINETY NINE CENTS	$179.99	$372,579.30
533B-098	22" SPAN, 14" RISE STORM SEWER PIPE (CLASS 3 R.C.)	564	LINEARFOOT	TWO HUNDRED NINE DOLLARS AND SIXTY CENTS	$209.60	$118,214.40
533B-100	36" SPAN, 23" RISE STORM SEWER PIPE (CLASS 3 R.C.)	247	LINEARFOOT	THREE HUNDRED TEN DOLLARS AND THIRTEEN CENTS	$310.13	$76,602.11
534B-000	CLEANING EXISTING STORM DRAIN INLETS, JUNCTION BOXES AND MANHOLES	20	EACH	FOUR HUNDRED SIXTY ONE DOLLARS AND EIGHTY TWO CENTS	$461.82	$9,236.40
534E-000	CLEANING EXISTING CULVERT (LESS THAN OR EQUAL TO 48" HORIZONTAL OPENING)	1000	LINEARFOOT	THIRTY FOUR DOLLARS AND SIXTY FOUR CENTS	$34.64	$34,640.00
600A-000	MOBILIZATION	1	LUMPSUM	ONE MILLION SIX HUNDRED TEN THOUSAND SEVEN HUNDRED FIFTEEN DOLLARS AND ELEVEN CENTS	$1,610,715.11	$1,610,715.11
618A-000	CONCRETE SIDEWALK, 4" THICK	2950	SQUAREYARD	SIXTY DOLLARS AND FOUR CENTS	$60.04	$177,118.00
618A-001	CONCRETE SIDEWALK, 6" THICK	445	SQUAREYARD	EIGHTY THREE DOLLARS AND THIRTEEN CENTS	$83.13	$36,992.85
618B-003	CONCRETE DRIVEWAY, 6" THICK (INCLUDES WIREMESH)	455	SQUARE YARD	EIGHTY SIX DOLLARS AND FIFTY NINE CENTS	$86.59	$39,398.45
618C-001	DETECTABLE WARNING SURFACE	1150	SQUAREFOOT	ELEVEN DOLLARS AND FIFTY FIVE CENTS	$11.55	$13,282.50
618D-000	CURB RAMP	862	SQUAREYARD	THREE HUNDRED FORTY SIX DOLLARS AND THIRTY SIX CENTS	$346.36	$229,290.32
620A-000	MINOR STRUCTURE CONCRETE	40	CUBIC YARD	ONE THOUSAND FIVE HUNDRED DOLLARS AND NINETY ONE CENTS	$1,500.91	$60,036.40
621C-015	INLETS, TYPE S1 OR S3(0 WING) (ALL DEPTHS) (SEE NOTE 35 SHEET 2J)	59	EACH	FIVE THOUSAND TWO HUNDRED FOURTEEN DOLLARS AND NO CENTS	$5,214.00	$307,626.00

Project No. 2018-3005-19

INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BID PRICE
621C-171	INLETS, TYPE "X" (ALL DEPTHS) (SEE NOTE 35 SHEET 2J)	15	EACH	ELEVEN THOUSAND EIGHTY ONE DOLLARS AND NO CENTS	$11,081.00	$166,215.00
621C-181	GRATE INLETS (ALL DEPTHS) (SEE NOTE 35 SHEET 2J)	4	EACH	SEVEN THOUSAND FIVE HUNDRED FOUR DOLLARS AND FIFTY SIX CENTS	$7,504.56	$30,018.24
621E-001	MANHOLES, TYPE M (ALL DEPTHS) (SEE NOTE 35 SHEET 2J)	32	EACH	SIX THOUSAND NINE HUNDRED TWENTY SEVEN DOLLARS AND TWENTY NINE CENTS	$6,927.29	$221,673.28
621E-002	MANHOLES, TYPE L (ALL DEPTHS) (SEE NOTE 35 SHEET 2J)	21	EACH	SIX THOUSAND NINE HUNDRED TWENTY SEVEN DOLLARS AND TWENTY NINE CENTS	$6,927.29	$145,473.09
621J-000	CONNECTION TO EXISTING DRAINAGE STRUCTURE	3	EACH	THREE THOUSAND EIGHTY SIX DOLLARS AND NINETY SEVEN CENTS	$3,086.97	$9,260.91
622A-001	MANHOLE COVERS RESET (STORM)	3	EACH	TWO THOUSAND FOUR HUNDRED TWENTY NINE DOLLARS AND NINETY SIX CENTS	$2,429.96	$7,289.88
623A-000	CONCRETE GUTTER	1350	LINEARFOOT	TWENTY EIGHT DOLLARS AND EIGHTY SIX CENTS	$28.86	$38,961.00
623C-003	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)(CITY OF MOBILE STANDARD)	6895	LINEARFOOT	TWENTY EIGHT DOLLARS AND EIGHTY SIX CENTS	$28.86	$198,989.70
637A-001	FENCE RESET (ALL KINDS, TYPES AND HEIGHTS)(PERMANENT)	500	LINEARFOOT	TWENTY FIVE DOLLARS AND FORTY CENTS	$25.40	$12,700.00
641A-514	1 INCH COPPER WATER SERVICE LINE LAID	500	LINEAR FOOT	SEVENTY FIVE DOLLARS AND SEVENTY FIVE CENTS	$75.75	$37,875.00
641A-516	2-INCH COPPER WATER SERVICE LINE LAID	1,300	LINEARFOOT	EIGHTY FIVE DOLLARS AND SEVENTY THREE CENTS	$85.73	$111,449.00
641A-540	3-INCH POLYETHYLENE WATER SERVICE LINE LAID	300	LINEARFOOT	SIXTY FIVE DOLLARS AND FIFTY THREE CENTS	$65.53	$19,659.00
641A-618	12-INCH DUCTILE IRON WATER MAIN LAID	120	LINEAR FOOT	THREE HUNDRED TWENTY EIGHT DOLLARS AND NINETY FOUR CENTS	$328.94	$39,472.80
641A-682	6-INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	520	LINEARFOOT	ONE HUNDRED SEVENTY TWO DOLLARS AND TWENTY EIGHT CENTS	$172.28	$89,585.60
641A-684	8-INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	50	LINEARFOOT	TWO HUNDRED TEN DOLLARS AND FIFTY EIGHT CENTS	$210.58	$10,529.00
641A-688	12-INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	800	LINEARFOOT	TWO HUNDRED FIFTY SEVEN DOLLARS AND FORTY SIX CENTS	$257.46	$205,968.00
641A-692	16-INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	70	LINEAR FOOT	FOUR HUNDRED NINETY FOUR DOLLARS AND FIFTY CENTS	$494.50	$34,615.00
641A-752	12-INCH PVC WATER MAIN LAID	500	LINEARFOOT	ONE HUNDRED THIRTY DOLLARS AND FIFTY SEVEN CENTS	$130.57	$65,285.00
641A-776	6-INCH PVC WATER MAIN LAID (RESTRAINED JOINT)	695	LINEAR FOOT	EIGHTY EIGHT DOLLARS AND SIXTY SIX CENTS	$88.66	$61,600.70
641A-778	8-INCH PVC WATER MAIN LAID (RESTRAINED JOINT)	130	LINEARFOOT	ONE HUNDRED EIGHTY EIGHT DOLLARS AND EIGHTY FOUR CENTS	$188.84	$24,549.20
641A-782	12-INCH PVC WATER MAIN LAID (RESTRAINED JOINT)	3,240	LINEAR FOOT	ONE HUNDRED TWENTY SIX DOLLARS AND NINETY FOUR CENTS	$126.94	$411,285.60
641A-784	16-INCH PVC WATER MAIN LAID (RESTRAINED JOINT)	100	LINEAR FOOT	TWO HUNDREDSIXTY SEVEN DOLLARS AND TWELVE CENTS	$267.12	$26,712.00
641C-500	DUCTILE IRON FITTINGS	52,430	POUND	TEN DOLLARS AND SEVENTY ONE CENTS	$10.71	$561,525.30
641D-500	FIRE HYDRANT	10	EACH	SEVEN THOUSAND EIGHT HUNDRED SEVENTY TWO DOLLARS AND FIFTY CENTS	$7,872.50	$78,725.00
641E-500	FIRE HYDRANT RESET	9	EACH	FOUR THOUSAND SEVEN HUNDRED EIGHTY ONE DOLLARS AND FIFTY FOUR CENTS	$4,781.54	$43,033.86
641J-516	6-INCH GATE VALVE WITH BOX	14	EACH	TWO THOUSAND NINE HUNDRED FIFTY NINE DOLLARS AND THREE CENTS	$2,959.03	$41,426.42
641J-522	12-INCH GATE VALVE WITH BOX	45	EACH	SIX THOUSAND FIFTY ONE DOLLARS AND SEVENTY FIVE CENTS	$6,051.75	$272,328.75
641L-500	CONCRETE FOR WATER MAINS (THRUST BLOCKS)	110	CUBIC YARD	SIX HUNDRED SEVENTY DOLLARS AND EIGHTEEN CENTS	$670.18	$73,719.80
641M-512	6-INCH RETAINER GLAND	260	EACH	TWO HUNDRED FORTY FOUR DOLLARS AND THIRTEEN CENTS	$244.13	$63,473.80
641M-514	8-INCH RETAINER GLAND	26	EACH	THREE HUNDRED EIGHTY EIGHT DOLLARS AND TWENTY SIX CENTS	$388.26	$9,706.50
641M-516	12-INCH RETAINER GLAND	400	EACH	FOUR HUNDRED TWENTY EIGHT DOLLARS AND SEVEN CENTS	$428.07	$171,228.00
641M-522	16-INCH RETAINER GLAND	35	EACH	SIX HUNDRED SEVENTY FOUR DOLLARS AND FORTY THREE CENTS	$674.43	$23,605.05
641N-510	6-INCH X 6-INCH AUXILIARY GATE	3	EACH	TWO THOUSAND NINE HUNDRED SIXTY SEVEN DOLLARS AND FIFTY TWO CENTS	$2,967.52	$14,837.60
641N-540	12-INCH X 6-INCH ANCHOR TEE	9	EACH	THREE THOUSAND FIVE HUNDRED NINETY FOUR DOLLARS AND SIXTY FIVE CENTS	$3,594.65	$32,351.85
641O-514	6-INCH X 6-INCH TAPPING VALVE AND SLEEVE	25	EACH	EIGHT THOUSAND THIRTY EIGHT DOLLARS AND SEVENTY ONE CENTS	$8,038.71	$200,967.75
641O-596	16-INCH X 16-INCH TAPPING VALVE AND SLEEVE	2	EACH	THIRTY SIX THOUSAND THREE HUNDRED EIGHTY THREE DOLLARS AND NO CENTS	$36,383.00	$72,766.00
641P-520	1 INCH SERVICE TAP	15	EACH	ONE THOUSAND FIVE HUNDRED THIRTEEN DOLLARS AND TWO CENTS	$1,513.02	$22,695.30
641P-530	2-INCH SERVICE TAP	60	EACH	ONE THOUSAND NINE HUNDRED THIRTY ONE DOLLARS AND SEVENTY ONE CENTS	$1,931.71	$115,902.60
641Q-515	1 INCH WATER METER AND BOX RESET	15	EACH	ONE THOUSAND FOUR HUNDRED THIRTY FOUR DOLLARS AND SEVENTY EIGHT CENTS	$1,434.78	$21,521.70
641Q-520	2-INCH WATER METER AND BOX SET	50	EACH	TWO THOUSAND THREE DOLLARS AND THIRTY NINE CENTS	$2,003.39	$100,169.50
641R-515	1 INCH WATER METER AND BOX RESET	6	EACH	ONE THOUSAND FOUR HUNDRED FORTY FOUR DOLLARS AND THIRTY FOUR CENTS	$1,444.34	$8,666.04
641R-520	2-INCH WATER METER AND BOX RESET	10	EACH	ONE THOUSAND THREE HUNDRED EIGHTY THREE DOLLARS AND FORTY TWO CENTS	$1,383.42	$13,834.20
641S-500	VALVE BOX RESET	20	EACH	EIGHT HUNDRED ELEVEN DOLLARS AND SEVENTY SIX CENTS	$811.76	$16,235.20
641T-510	6-INCH LINE STOP	50	EACH	FOURTEEN THOUSAND TWENTY NINE DOLLARS AND THREE CENTS	$14,029.03	$701,451.50
641T-512	8-INCH LINE STOP	5	EACH	TWENTY TWO THOUSAND EIGHT HUNDRED FORTY FOUR DOLLARS AND SEVENTY THREE CENTS	$22,844.73	$114,223.65
641T-516	12-INCH LINE STOP	2	EACH	THIRTY FOUR THOUSAND SEVEN HUNDRED NINETY DOLLARS AND SEVENTY CENTS	$34,790.70	$69,581.40
641T-520	16-INCH LINE STOP	2	EACH	EIGHTY EIGHT THOUSAND SEVEN HUNDRED FIFTY SIX DOLLARS AND TWENTY CENTS	$88,756.20	$177,512.40
645E-524	8-INCH PVC STACKS AND LATERALS	500	LINEAR FOOT	SIXTY EIGHT DOLLARS AND EIGHTY ONE CENTS	$68.81	$34,405.00
645K-500	MANHOLE FRAME AND COVER RESET	35	EACH	ONE THOUSAND THREE HUNDRED NINETY EIGHT DOLLARS AND SEVENTY THREE CENTS	$1,398.73	$48,955.55
645O-300	SANITARY SEWER CONFLICT (CONCRETE PIER SADDLE SET)	5	EACH	ELEVEN THOUSAND FIVE HUNDRED FORTY FIVE DOLLARS AND FORTY EIGHT CENTS	$11,545.48	$57,727.40
645O-400	SANITARY SEWER CONFLICT (COEXISTENCE JUNCTION BOX)	5	EACH	TWELVE THOUSAND NINE HUNDRED THIRTY NINE DOLLARS AND FORTY EIGHT CENTS	$12,939.48	$64,697.40
645Q-500	SANITARY SEWER CONFLICT (CONFLICT JUNCTION BOX)	10	EACH	FOURTEEN THOUSAND THIRTY FOUR DOLLARS AND THIRTY CENTS	$14,034.30	$140,343.00
649A-535	12-INCH STEEL ENCASEMENT PIPE, TYPE 1 INSTALLATION	10	LINEAR FOOT	FOUR HUNDRED EIGHTY ONE DOLLARS AND NINETY ONE CENTS	$481.91	$4,819.10
649A-555	20-INCH STEEL ENCASEMENT PIPE, TYPE 1 INSTALLATION	36	LINEARFOOT	FIVE HUNDRED EIGHT DOLLARS AND FORTY FIVE CENTS	$508.45	$18,304.20
649A-560	24-INCH STEEL ENCASEMENT PIPE, TYPE 1 INSTALLATION	20	LINEAR FOOT	SIX HUNDRED ONE DOLLARS AND THIRTY SIX CENTS	$601.36	$12,027.20
650A-000	TOPSOIL	750	CUBICYARD	SEVENTY ONE DOLLARS AND FIFTY EIGHT CENTS	$71.54	$53,655.00
654A-001	SOLID SODDING (BERMUDA)	500	SQUAREYARD	TEN DOLLARS AND THIRTY THREE CENTS	$10.33	$5,165.00
659C-001	ROLLED EROSIONCONTROLPRODUCT, TYPE S3	500	SQUAREYARD	THREE DOLLARS AND FORTY SIX CENTS	$3.46	$1,730.00
665E-000	POLYETHYLENE	4000	SQUARE YARD	TWO DOLLARS AND THIRTY ONE CENTS	$2.31	$9240.00
665G-000	SANDBAGS	500	EACH	NINE DOLLARS AND TWENTY FOUR CENTS	$9.24	$4,620.00
665J-002	SILT FENCE	1000	LINEAR FOOT	FOUR DOLLARS AND NINETY ONE CENTS	$4.91	$4,910.00

Project No. 2018-3005-19

INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BID PRICE
665N-000	TEMPORARY COARSE AGGREGATE, ALDOT NUMBER 1	500	TON	EIGHTY DOLLARS AND THIRTY NINE CENTS	$80.39	$40,195.00
665O-001	SILT FENCE REMOVAL	1000	LINEARFOOT	ONE DOLLAR AND FORTY FOUR CENTS	$1.44	$1,440.00
665P-005	INLET PROTECTION, STAGE 3 OR 4	125	EACH	FIVE HUNDRED FORTY EIGHT DOLLARS AND FORTY ONE CENTS	$548.41	$68,551.25
665Q-002	WATTLE	2500	LINEAR FOOT	TEN DOLLARS AND NINETY SEVEN CENTS	$10.97	$27,425.00
674A-000	CONSTRUCTION SAFETY FENCE (CHAIN-LINK WITH MESH DUST CONTROL PANELS)(SEE NOTE 44 SHEET 2J)	4000	LINEARFOOT	ELEVEN DOLLARS AND SEVENTY SEVEN CENTS	$11.77	$47,080.00
680A-001	GEOMETRIC CONTROLS	1	LUMP SUM	TWO HUNDRED SEVENTY ONE THOUSAND DOLLARS AND NO CENTS	$271,000.00	$271,000.00
690A-000	PORTABLE CITY OF MOBILE PROJECT SIGN	1	EACH	TWO HUNDRED NINETY EIGHT DOLLARS AND SIXTY FOUR CENTS	$298.64	$298.64
690B-000	PORTABLE TOILET	24	MONTH	TWO HUNDRED THIRTY EIGHT DOLLARS AND NINETY ONE CENTS	$238.91	$5,733.84
698A-000	CONSTRUCTION FUEL (MAXIMUM BID LIMITED TO $450,000.00)	1	LUMP SUM	NO DOLLARS AND NO CENTS	$0.00	$0.00
701A-227	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE) (SEE PROJECT NOTE 34 SHEET 2J)	1.0	MILE	SEVEN THOUSAND SEVEN HUNDRED EIGHTEEN DOLLARS AND FIFTEEN CENTS	$7,718.15	$7,718.15
701A-230	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE) (SEE PROJECT NOTE 34 SHEET 2J)	3	MILE	SEVEN THOUSAND SIX HUNDRED FOURTEEN DOLLARS AND TWENTY FOUR CENTS	$7,614.24	$22,842.72
701B-205	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (SEE PROJECT NOTE 34 SHEET 2J)	250	LINEARFOOT	THREE DOLLARS AND SEVENTY FIVE CENTS	$3.75	$937.50
701C-000	BROKEN TEMPORARY TRAFFIC STRIPE	2	MILE	FIVE HUNDRED NINETEEN DOLLARS AND FIFTY FIVE CENTS	$519.58	$1,039.10
701C-001	SOLID TEMPORARY TRAFFIC STRIPE	6	MILE	ONE THOUSAND THIRTY NINE DOLLARS AND NINE CENTS	$1,039.09	$6,234.54
703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A (SEE PROJECT NOTE 34 SHEET 2J)	7065	SQUARE FOOT	EIGHT DOLLARS AND EIGHT CENTS	$8.08	$57,004.40
703B-002	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A (SEE PROJECT NOTE 34 SHEET 2J)	150	SQUARE FOOT	EIGHT DOLLARS AND EIGHT CENTS	$8.08	$1,212.00
703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	14110	SQUAREFOOT	TWO DOLLARS AND THIRTY ONE CENTS	$2.31	$32,594.10
703E-001	TEMPORARY TRAFFIC CONTROL LEGENDS	222	SQUARE FOOT	TWO DOLLARS AND THIRTY ONE CENTS	$2.31	$512.82
710A-000	ROADWAY SIGNS	770	SQUARE FOOT	FORTY SEVEN DOLLARS AND THIRTY FOUR CENTS	$47.34	$36,451.80
710B-000	ROADWAY SIGN POST (CITY OF MOBILE TYPE "B", COMPLETE IN PLACE)	121	EACH	TWO THOUSAND THREE HUNDRED TWO DOLLARS AND SEVENTEEN CENTS	$2,302.17	$278,562.57
710C-000	REMOVAL OF EXISTING ROADWAY SIGNS (TO BE RETURNED TO CITY TRAFFIC ENGINEERING DEPARTMENT)	1	LUMP SUM	SIX THOUSAND SIX HUNDRED THIRTY EIGHT DOLLARS AND SIXTY FIVE CENTS	$6,638.65	$6,638.65
740B-000	CONSTRUCTION SIGNS	750	SQUARE FOOT	TEN DOLLARS AND THIRTY NINE CENTS	$10.39	$7,792.50
740C-000	SPECIAL CONSTRUCTION SIGNS	250	SQUAREFOOT	THIRTEEN DOLLARS AND EIGHTY FIVE CENTS	$13.85	$3,462.50
740D-000	CHANNELIZING DRUMS	300	EACH	FORTY THREE DOLLARS AND EIGHTY SEVEN CENTS	$43.87	$13,161.00
740E-000	CONES (36 INCHES HIGH)	200	EACH	EIGHTEEN DOLLARS AND FORTY SEVEN CENTS	$18.47	$3,694.00
740F-002	BARRICADES, TYPE III	40	EACH	TWO HUNDRED FORTY EIGHT DOLLARS AND TWENTY THREE CENTS	$248.23	$9,929.20
742A-001	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	6	EACH	EIGHT THOUSAND SIX HUNDRED FIFTY NINE DOLLARS AND ELEVEN CENTS	$8,659.11	$51,954.66
745A-000	UNIFORM POLICE OFFICER	2100	HOUR	FORTY SEVEN DOLLARS AND SEVENTY EIGHT CENTS	$47.78	$100,338.00
750B-000	INSTALL LIGHT POLE AND FIXTURE (SUPPLIED BY THE CITY)	133	EACH	ONE THOUSAND NINE HUNDRED SEVENTY DOLLARS AND TWELVE CENTS	$1,970.12	$262,025.96
750C-010	POLE FOUNDATION FOR LIGHT POLE	128	EACH	THREE THOUSAND SEVEN HUNDRED SIXTY EIGHT DOLLARS AND THIRTY NINE CENTS	$3,768.39	$482,353.92
750D-200	ELECTRICAL JUNCTION BOX, TYPE 1, INSTALLED FLUSH TO GRADE, NON-METALLIC	129	EACH	ONE THOUSAND ONE HUNDRED NINETY DOLLARS AND SIXTY FIVE CENTS	$1,190.65	$153,593.85
750E-114	CONDUIT, 1.5" RIGID	5684	LINEARFOOT	TWENTY TWO DOLLARS AND FIFTY SIX CENTS	$22.58	$128,231.04
750E-117	CONDUIT, 3.0" RIGID	150	LINEAR FOOT	SEVENTY EIGHT DOLLARS AND FIFTEEN CENTS	$78.15	$11,722.50
750F-023	CONDUCTOR, #8 AWG	7777	LINEAR FOOT	FOUR DOLLARS AND FIFTY THREE CENTS	$4.53	$35,229.81
750F-024	CONDUCTOR, #6 AWG	28696	LINEAR FOOT	FIVE DOLLARS AND TWO CENTS	$5.02	$144,059.92
750F-026	CONDUCTOR, #2 AWG	2412	LINEAR FOOT	EIGHT DOLLARS AND SIXTY CENTS	$8.60	$20,743.20
750I-018	LIGHTING CONTROL CENTER, SPECIAL	3	EACH	THIRTY THOUSAND FOUR HUNDRED FIFTY FOUR DOLLARS AND NINE CENTS	$30,454.09	$91,362.27
750I-018(A)	LIGHTING CONTROL CENTER MODIFICATIONS	1	EACH	FOUR THOUSAND FIVE HUNDRED FORTY ONE DOLLARS AND SEVENTY SIX CENTS	$4,541.76	$4,541.76
756A-019	1.5" ELECTRICIAN CONDUIT, 1 LINE, TYPE 5	2093	LINEARFOOT	FORTY FOUR DOLLARS AND TWENTY TWO CENTS	$44.22	$92,552.46
990A-000	VACUUM SWEEPER TRUCK (SEE NOTE 14 SHEET 2K)	12	MONTH	TWO HUNDRED NINETY EIGHT DOLLARS AND SIXTY FOUR CENTS	$298.64	$3,583.68
990A-001	WATER TRUCK (SEE NOTE 14 SHEET 2K)	24	MONTH	FIVE HUNDRED NINETY SEVEN DOLLARS AND TWENTY SEVEN CENTS	$597.22	$14,334.48
LS-1	TOPSOIL FOR PLANT HOLES, CONTRACTOR FURNISHED	10	CUBIC YARD	ONE HUNDRED FORTY FOUR DOLLARS AND THIRTY TWO CENTS	$144.32	$1,443.20
LS-2	WATERING FOR LANDSCAPING	60	K GAL	FOUR HUNDRED FORTY ONE DOLLARS AND NINETY CENTS	$441.90	$35,352.00
LS-3	TREE PLANTING, GINKO BILOBA (30 GALLON)	5	EACH	FOUR HUNDRED FORTY ONE DOLLARS AND NINETY CENTS	$441.90	$2,209.50
LS-4	TREE PLANTING, ASIAN TRIDENT MAPLE (30 GALLON)	6	EACH	FOUR HUNDRED FORTY ONE DOLLARS AND NINETY CENTS	$441.90	$2,651.40
LS-5	TREE PLANTING, SWEETBAY MAGNOLIA (30 GALLON)	11	EACH	FOUR HUNDRED FORTY ONE DOLLARS AND NINETY CENTS	$441.90	$4,860.90
LS-6	TREE PLANTING, POSSUMHAW HOLLY (30 GALLON)	11	EACH	FOUR HUNDRED FORTY ONE DOLLARS AND NINETY CENTS	$441.90	$4,860.90
LS-7	TREE PLANTING, LILAC CHASTE TREE (30 GALLON)	6	EACH	FOUR HUNDRED FORTY ONE DOLLARS AND NINETY CENTS	$441.90	$2,651.40
LS-8	TREE PLANTING, YAUPON HOLL, DODD SELECTION (30 GALLON)	10	EACH	FIVE HUNDRED TEN DOLLARS AND TWO CENTS	$510.02	$5,100.20
LS-9	SHRUB PLANTING, 'SHI SHI' CAMELLIA (3 GALLON)	210	EACH	THIRTY DOLLARS AND SIXTY CENTS	$30.60	$6,426.00
LS-10	SHRUB PLANTING, DRIFT ROSE 'PINK' (3 GALLON)	125	EACH	TWENTY NINE DOLLARS AND SEVENTY THREE CENTS	$29.73	$3,716.25
LS-11	SHRUB PLANTING, DWARF OLEANDER (3 GALLON)	130	EACH	THIRTY ONE DOLLARS AND FORTY SIX CENTS	$31.46	$4,089.80
LS-12	SHRUB PLANTING, 'PURPLE DIAMOND' DWARF LOROPETALUM (3 GALLON)	100	EACH	THIRTY ONE DOLLARS AND FORTY SIX CENTS	$31.46	$3,146.00
LS-13	SHRUB PLANTING, DWARF PINKMUHLYGRASS (3GALLON)	140	EACH	TWENTY TWO DOLLARS AND TWENTY THREE CENTS	$22.23	$3,112.20
LS-14	SHRUB PLANTING, AFRICAN LILY (1 GALLON)	110	EACH	NINE DOLLARS AND FIFTY THREE CENTS	$9.53	$1,048.30
LS-15	SHRUB PLANTING, BLUE RUG JUNIPER (1 GALLON)	780	EACH	NINE DOLLARS AND EIGHTY ONE CENTS	$9.81	$7,651.80
LS-16	GROUNDCOVER PLANTING, DWARF MONDO GRASS (4" CONTAINER)	220	EACH	SIX DOLLARS AND SIX CENTS	$6.06	$1,333.20
LS-17	GROUNDCOVER PLANTING, VARIEGATED LIRIOPE (4" CONTAINER)	590	EACH	SIX DOLLARS AND THIRTY FIVE CENTS	$6.35	$3,746.50

Project No. 2018-3005-19

INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BID PRICE
LS-18	FERTILIZER FOR WOODY PLANT MATERIAL, TABLET, 21 GRAM	2830	EACH	NO DOLLARS AND FORTY EIGHT CENTS	$0.48	$1,358.40
LS-19	FERTILIZER FOR WOODY PLANT MATERIAL, TABLET, 10 GRAM	810	EACH	NO DOLLARS AND FORTY THREE CENTS	$0.43	$348.30
LS-20	TREE BARK MULCH, SURFACE APPLICATION (2" DEPTH)	80	CUBIC YARD	NINETY DOLLARS AND FIVE CENTS	$90.05	$7,204.00
LS-21	TREE BARK MULCH, SOIL CONDITIONER (8" DEPTH)	290	CUBIC YARD	SEVENTY SIX DOLLARS AND TWENTY CENTS	$76.20	$22,098.00
LS-22	SELECTIVE, PRE-EMERGENT HERBICIDE	50	POUND	FIVE DOLLARS AND SEVENTY SEVEN CENTS	$5.77	$288.50
LS-23	SLOW RELEASE IRRIGATION BAGS	47	EACH	FORTY NINE DOLLARS AND THIRTY SIX CENTS	$49.36	$2,319.92
LS-24	BED PREPARATION	11050	SQUARE FOOT	NO DOLLARS AND THIRTY SEVEN CENTS	$0.37	$4,088.50
			TOTAL AMOUNT	SIXTEEN MILLION SEVEN HUNDRED NINETY SEVEN THOUSAND SEVEN HUNDRED NINETEEN DOLLARS AND SIXTY FIVE CENTS		$16,797,719.65

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 McElhenney Construction, LLC

SIGNATURE

DATE 6-11-25

Base Bid

Total (All items listed in Proposal) $16,797,719.65

Written in words Sixteen Million Seven Hundred Ninety Seven Thousand Seven Hundred Nineteen Dollars and Sixty-Five Cents

Contract End Date January 31, 2028

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

Signature of Bidder McElhenney Construction Co. LLC
(If a Corporation)

By _____
President
Josh McElhenney
Print

_____
Secretary
Josh McElhenney
Print

_____
Treasurer
Josh McElhenney
Print

Business Address P PO Box 1409 Theodore, AL 36590

Business Address PO Box 1409 Theodore, AL 36590

Business Address PO Box 1409 Theodore, AL 36590

(Corporate Seal)

ATTEST: _____
Secretary

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

AL-49555
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That McElhenney Construction Company, LLC
(Name of Contractor)
3835 Gordon John Drive, Mobile, AL 36693
(Address)
as Principal, and Western Surety Company
(Name of Surety)
151 N. Franklin Street, Chicago, IL 60606
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CENTER, City of Mobile Project No. *2018-3005-19.***

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 June 11, 2025 (Date)
McElhenney Construction Company, LLC
By: (Contracting Firm)
Witness as to Principal By: (SEAL)
Western Surety Company (Name of Surety)
COUNTERSIGNED:
Billie Jo Sanders, Attorney-in-Fact
Alabama Resident Agent By
Billie Jo Sanders

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

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

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of June, 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who hasbeen authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we McElhenney Construction Company, LLC 3835 Gordon John Drive, Mobile, AL 36693 as Principal and Western Surety Company 151 N. Franklin Street, Chicago, IL 60606 as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of Sixteen Million, Seven Hundred Ninety Seven Thousand, Seven hundred Nineteen & 65/100 Dollars ($ 16,797,719.65) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 20____ (hereinafter called the Contract) for Innovating St. Louis Street: Mobile's Technology Corridor, Project No. 2018-3005-19 which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

McElhenney Construction Company, LLC
(Corporate Name)

BY: _____
(Signature)

ATTEST: _____
(Signature)

Josh McElhenney
(Print)

Robert McDonough (Print)

ITS: P.M.

ITS: President
(Title)

Western Surety Company
(Surety sign here) (Corporate name)

BY: _____
(Signature)

ATTEST: _____
(Signature)

Billie Jo Sanders
(Print)

Connie Smith (Print)

ITS: Attorney-in-Fact
(Title)

ITS: Witness

Corporate Seal

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we McElhenney Construction Company, LLC
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of Sixteen Million, Seven Hundred Ninety Seven Thousand, Seven hundred Nineteen and 65/100 dollars ($), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 20__, entered into a Contract with the Owner for Innovating St. Louis Street: Mobile's Technology Corridor Project No. 2018-3005-19 which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

In the presence of:

_____

_____

Individual Principals sign here

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

(Corporate Name)
McElhenney Construction Company, LLC

BY: _____
(Signature)

Josh McElhenney
(Print)

ITS: President
(Title)

ATTEST: _____
(Signature)

Robert McDonough (Print)

ITS: P.M.
(Title)

(Surety sign here) (Corporate name)
Western Surety Company

BY: _____
(Signature)

Billie Jo Sanders
(Print)

ITS: Attorney-in-Fact
(Title)

ATTEST: _____
(Signature)

Connie Smith (Print)

ITS: Witness
(Title)

Corporate Seal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

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

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of , 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

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, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to

bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).

14. 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.

15. 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.

16. 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.

17. 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).

18. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety

measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. [There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job shall be considered incidental to the project Item 740 Traffic Control. The Contractor shall restore existing traffic mechanisms to original condition. [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. Project limits shall be kept clean of trash, garbage, and construction debris at all times. Contractor must provide on site trash cans and/or a dumpster for any trash and garbage generated by the construction team (e.g. bottles, cans, takeaway containers, etc.), and regularly emptied to prevent overflow. If good housekeeping practices are deemed unacceptable, the Engineer reserves the right to cease all construction activities until the site has been deemed acceptable. Contractor's monthly estimates will not be processed for payment until the Engineer deems that the entire project limits are free of trash, garbage, and construction debris.

32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations. The contractor shall keep a water truck on-site at all times and shall be expected to water all disturbed areas at least once a day in order to keep dust under control.

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. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

35. 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.

36. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

37. 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.

38. 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.

39. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

40. 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.

41. 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.

42. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

43. There shall be **NO** adjustment to fuel or asphalt index for this project.

44. 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 accessed 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, trackless tack, shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.

56. On some streets, a "ski pole" will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.

57. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.

58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.

59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.

61. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.

62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

63. Gutter cleaning will be a subsidiary obligation to pay items 424A-360, 424B-651 and 424B-655.

64. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and McElhenney Construction Company, LLC party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR
Project No: 2018-3005-19
Project Description: Street Rehabilitation and Improvements
Major work items include: Roadway, Drainage and Water Line Improvements

City of Mobile Project Number **2018-3005-19**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total $16,797,719.65) 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 **Neel-Schaffer, Inc. 851 East I-65 Service Road South, Suite 1000, Mobile, AL 36606.**

AUTHORITY OF THE CITY ENGINEER:

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

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

DUTIES OF THE CONTRACTOR:

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

ARBITRATOR:

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

STANDARD SPECIFICATIONS:

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

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

WAGE SCALE:

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

APPOINTMENT AND AUTHORITY OF INSPECTORS:

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

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

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

INSPECTION:

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

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

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

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

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

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

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

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the 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. Contractor hereby confirms and agrees that Contractor is not a design professional as described in §41-9A-3, Code of Alabama (1975).

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 from federal, state and city funds. Said funds are not on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

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

ANTI-DISCRIMINATION CLAUSE:

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

NON-DISCRIMINATION REQUIREMENTS:

(29) No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. Statutory Provisions
   a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
   b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;
   c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
   d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;
   e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, ("ADAAA"}, prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
   f. Any other applicable non-discrimination law(s).

2. Regulatory Provisions
   a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
   b. Treasury Title IX regulations, 31 C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities;
   c. Treasury Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

3. Other Provisions

a. Parts II and Ill of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of§§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C. F.R. § 60-1.4(b), 1991).

b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-l(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract {including the competition for or negotiation of a contract) or grant:

a. A Member of Congress or a representative of a committee of Congress;
b. An Inspector General;
c. The Government Accountability Office;
d. A Treasury employee responsible for contract or grant oversight or management;
e. An authorized official of the Department of Justice or other law enforcement agency;
f. A court or grand jury; and/or

g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

GOVERNING LAW AND VENUE:

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

E-BUILDER:

(31) The City utilizes eBuilder as its project management system. E-Builder is a secure data collection site: https://app.e-build r.net Firms, including CONTRACTORS, shall use e- Builder as an essential component to project management with the City of Mobile.

RECORDS RETENTION REQUIREMENTS:

(32) The contractor must retain all records pertinent to this Award for a period of three years, beginning on a date as described in 2 C.F.R. § 200.334. While electronic storage of records (backed up as appropriate) is preferable, the contractor has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors and subcontractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;
b. Copies of all subawards and all documents related to a subaward. For competitively selected subawards, documents may include those relevant to and required by the recipient's or subrecipient's selection process such as the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms;
c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients;
d. All financial and accounting records, including records of disbursements to

contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this Award;

e. Any reports, publications, and data sets from any research conducted under this Award.

(33) If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

(34) If the contractor is authorized to enter into contracts to complete the approved scope of work, the contractor must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.334.

(35) If the contractor is authorized to make subawards, the contractor must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.334.

THE FEDERAL GOVERNMENT'S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE:

(36) Access to Records

i. The Treasury, the Treasury Office of Inspector General, and the Government Accountability Office-have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

ii. Contractor must make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

Access to the Recipient's Sites

(37) The Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this Award.

TERMINATION FOR "CAUSE" AND "CONVENIENCE" CLAUSE:

(38) For Cause

In the event that any of the provisions of this Contract are violated by the Contractor, or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and Surety of its intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned by the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefore.

(39) For Convenience

The Owner may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

NOTICE OF AWARD AND NOTICE TO PROCEED:

(40) The award of the Contract, if it is to be awarded, will be by the Owner to the lowest responsible Bidder whose Proposal shall comply with all the requirements necessary to render it formal. The successful Bidder will be notified by letter, mailed to the address shown on his Proposal, that his bid has been accepted and that he has been awarded the Contract. Award will be made within 90 days after bids are received unless otherwise stated in the Special Provisions. This period may be extended if mutually agreeable to Owner and Contractor.

The Owner, before awarding the Contract, may require a reviewed financial statement. If, in the opinion of the Owner, this statement does not justify the award, the Owner reserves the right to reject the low bid. The reviewed financial statement shall contain, as a minimum, a review of financial statements including performing inquiry and analytical procedures that provide the Owner with a reasonable basis for expressing limited assurance that there are not material modifications that should be made to the statements in order for them to be in conformity with generally accepted accounting principles or, if applicable, with any other comprehensive basis of accounting. The financial statement shall be submitted within 10 days of the Owner's request.

Should it be necessary to eliminate part of the Work in order to award the Contract within the funds available for construction, the Owner reserves the right to designate the portion of the Work to be omitted. The amount of deduction will be determined by multiplying the quantity of items omitted by the unit price or lump sum bid for such items, or by negotiation.

The Contract shall be signed by the successful Bidder and returned to the Engineer with satisfactory Contract Bonds within 10 days after the date of Notice of Award.

CHANGE ORDERS:

(41)

A. Extra Work as herein before defined, when authorized and accepted will be paid for in accordance with the following:

1. The Contractor shall submit to the Owner or its authorized representative a written agreement for the Work to be done and basis of payment (lump sum, force account or unit price), and submit the same to the Owner for authorization to perform such Extra Work.

a. When Extra Work is authorized to be paid for on a lump sum basis, the Contractor shall compute the percentage done each month and submit with the monthly estimate, a detail sheet showing this percentage and the amount due.

b. When Extra Work is authorized to be paid for on a unit price basis, the Contractor shall include on each monthly estimate the amount of Work done that month.

c. When Extra Work is authorized to be paid for on a Force Account basis, the Contractor shall furnish itemized statements to the Engineer of the cost of all Force Account work, which shall include a certified copy of the weekly payroll and original receipted bills for all materials used and freight charges paid on same, provided that where materials used are not specifically purchased for use on Extra Work but are taken from the Contractor's stock, the Contractor shall submit an affidavit of the quantity, price, and freight on such materials in lieu of original bills and invoices, which affidavit must be approved by Engineer.

B. With each monthly estimate on Work paid for on a Force Account basis, the Contractor shall submit in duplicate a detailed statement showing the following:

1. Name, class, date, number of hours worked each day, total hours, rate and extension for each laborer and foreman engaged.

2. Designation, number of hours worked each day, total hours, rental rate and extension for each truck, and unit of machinery engaged.

3. Quantity of materials, price and extension.

4. Freight on materials.

5. When the Extra Work is complete, the cost of Property Damages, Liability, Worker's Compensation and Unemployment Insurance.

C. All Extra Work done by Force Account will be paid for in the following manner:

1. For all labor, and foreman in direct charge of the specific work, the Contractor shall receive the current local rate of wage, to be agreed upon in writing before beginning work, for each and every hour that said labor, teams and foreman are actually engaged in such work; to which shall be added an amount equal to 10 percent thereof. No allowance shall be made for general superintendent and use of small tools and ordinary equipment.
2. For the cost of Property Damage, Liability, Worker's Compensation and Unemployment Insurance required for Force Account Work, the Contractor shall receive the actual cost to which no percentage shall be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance.
3. For materials, the Contractor shall receive the actual cost of such material delivered to the Work, including the freight charges, as shown by original receipted bills; to which shall be added an amount equal to 10 percent of the sum thereof.
4. For any machinery or special equipment other than small tools, including pertinent fuel and lubricants, which it may be deemed necessary or desirable to use, the Contractor shall be allowed a reasonable rental price to be agreed upon in writing before such work is begun, for the time that such equipment is in use on the Work and to which sum no percentage shall be added.
5. No Extra Work will be paid for unless unit prices or wages have been agreed upon in writing before such work is started.
   The compensation as above provided in 1, 2, 3, and 4 shall be accepted by the Contractor as payment in full for Extra Work done on a Force Account basis including superintendence, general expense, overhead, use of tools and equipment for which no rental is allowed, Contract Bonds and profit.

EQUAL EMPLOYMENT:

(42) **During the performance of this contract, the CONTRACTOR agrees as follows:**

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising;

layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

INDEMNIFICATION

(43) 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.

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.

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

_____

AN INDIVIDUAL

WITNESSES:

_____

_____(Print)

_____(Print)

McElhenney Construction Co., LLC.

_____

CONTRACTOR: **(IF CORPORATION)**

_____(Print)

BY: _____

ITS PRESIDENT

Josh McElhenney (Print)

ATTEST: _____

ITS SECRETARY

Robert McDonough (Print)

6/16/25

DATE

Corporate Seal

STATE OF ALABAMA }

COUNTY OF MOBILE }

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

Given under my hand and official seal of office this the 4th day of June, ~~2023~~ 2025.

NOTARY PUBLIC My Commission Expires:

Jennifer Robinson
Notary Public
Alabama State at Large
My Commission Expires 3/11/2029

ITEM X
SUPPLEMENTAL SPECIFICATIONS

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

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

    a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

    b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

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

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

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

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

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

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

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

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

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

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

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

   618.D.01

   Description

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

   618.D.02

   Materials

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

   618.D.03

   Basis of Payment

   Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals

necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

8. ITEM 618-E *REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS*:

   618.E.1

   Description

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

   618.E.2

   Materials
   Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Colonial Red, Federal Color Number 20109, or approved equal, Truncated Domes shall be 24" wide x 48" in length and shall have a mechanism for anchoring insert into concrete that allows easy removal and replacement.

   618.E.3

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

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

9. SECTION 650, PAY ITEM 650-A *TOPSOIL*: SUB-SECTION 650.04 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING: Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

13. ITEM 654-A *SOLID SODDING*:

654.A.1

Description
This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.2

Basis of Payment
Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

14. ITEM 659-A EROSION CONTROL NETTING

Description
This pay item shall include the furnishing, laying, and maintaining an approved protective netting material over seeded, sprigged or sodded areas as directed by the Engineer. The Contractor may select North American Green S150 Erosion Control Blanket or an equivalent.

15. ITEM 690-A *PROJECT SIGN:*

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. Only one sign will be required per construction site. The project sign shall display the district number(s) and be in accordance with the detail shown in Attachment E.

690.A.02

Basis of Payment
Payment will be based on the respective unit bid price for project signs, complete-in-place, which shall be payment in full for furnishing the individual signs, for moving to each location, preparation, placing, and maintenance of the signs and for all labor, equipment, tools and incidentals necessary to complete this item;

16. ITEM 690-B *PORTABLETOILETS - WEEKS*:

690.B.01

Description

This pay item shall include all labor and maintenance necessary to provide, on the project site, portable toilets for the duration of the project. The Contractor, or his Subcontractors, shall provide for regularly scheduled maintenance and each unit shall be in good working order when work crews are present.

690.B.02

Basis of Payment
Payment will be based on the respective unit bid price for portable toilets, Item 690-B, complete-in- place, per toilet, per week, which shall be payment in full for furnishing the individual toilet units, for hauling, preparation, placing, and maintenance of the toilet units and for all labor, equipment, tools and incidentals necessary to complete this item.

17. ITEM 740-A. *TRAFFIC CONTROL:*

740 A.1

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

740 A.2

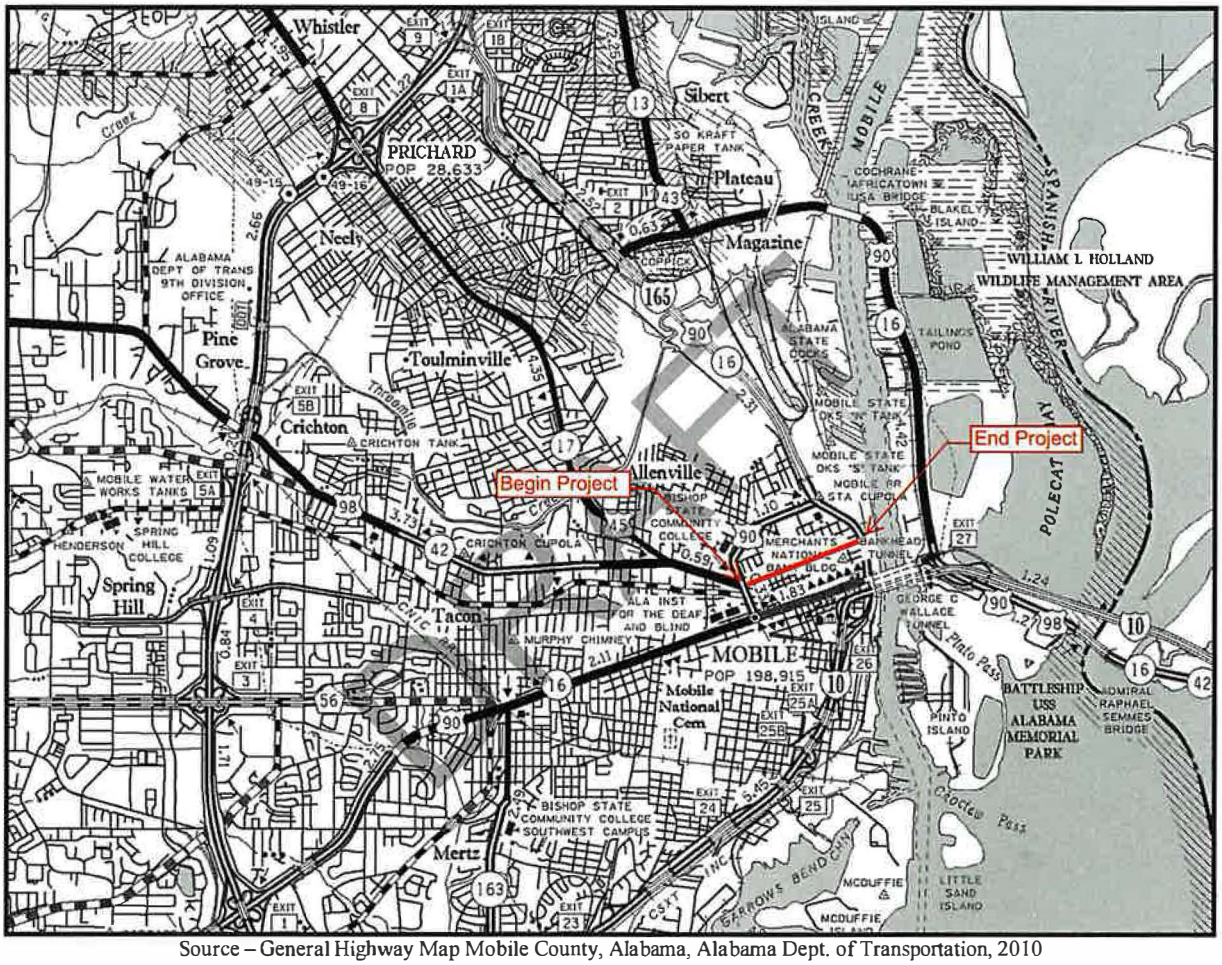
Materials
All materials shall conform to the appropriate Section of the 2022 ALDOT Standard Specifications for Highway Construction.

740 A.3

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

ATTACHMENT "A"

LOCATION



Source – General Highway Map Mobile County, Alabama, Alabama Dept. of Transportation, 2010

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICTIONS

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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:
	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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 - COMP/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 OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

SAMPLE

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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ATTACHMENT "C"

REQUIRED CITY OF MOBILE FORMS

SUBCONTRACTING PLAN

DBE UTILIZATION REPORT

E-VERIFY AFFIDAVIT

UEI AND SAM.GOV VERIFICATION FORM

FFATA DISCLOSURE STATEMENT

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.Hill@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	McElhenney Construction Company, LLC
Address	3835 Gordon John Drive, Mobile, AL 36693
Telephone	251-973-0030
E-Mail	drew@mcelhenneyconst.com

RFP/RFQ Solicitation Number	2018-3005-19
Project Description	Innovating St. Louis Street: Mobile's Technology Corridor
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 36 Female 4 Minority 17 Non-minority 22 SDVO — Total #of Employees 39

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Drew Windham

Signature: Drew Windham Date: 6/11/2025

Title: Project Engineer

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Drew Windham Title: Project Engineer

Email: drew@mcelhenneyconst.com Phone: 251-973-0030

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: McElhenney Construction Company, LLC

Contact Person: Drew Windham Phone 251-973-0030 Email drew@mcelhenneyconstruction

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

Contact Office of Supplier Diversity for questions on completing this form.
Via email Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company McElheney Construction Company, LLC Your Bid/Proposal Amount $_____ Date: 6 / 11 / 2025

Description Innovative St. Louis Street: Mobile's Technology Corridor

Name of Bidder/Proposer: McElheney Construction Company, LLC

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
C&A Quality Construction	251-447-8867	Concrete Work	687,790.00	4.09%	Yes	
Coastal Environmental	510-1469	Erosion Control	104,625.00	0.62%	Yes	
L & G Industries	513-7524	Concrete Material	440,000.00	2.62%	Yes	
Innovative Contracting Services	214-490-4087	Aggregate / Hauling	735,000.00	4.38%	Yes	
Steel Enforcers, Inc	604-2801	Rebar Tie	60,000.00	0.36%	Yes	
Evans Supply	622-5767	Construction Materials	302,175.00	1.80%	Yes	
Bennett Construction, LTD	382-6626	Concrete Work	318,000.00	1.89%	Yes	
M. A. Harrell	402-5638	Concrete Work	1,786,850.00	10.63%	No	
Smith Industrial Service	243-1964	Cleaning/Video/Hydroexcav.	125,500.00	0.75%	No	
Gulf Breeze Landscaping	228-625-6090	Landscape	112,846.55	0.67%	No	
C&H Construction	508-3240	Traffic Control/Signage	384,544.00	2.29%	No	
Inline, LLC	510-4413	Electrical Work	1,370,314.01	8.16%	No	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company McElhenney Construction Company, LLC Your Bid/Proposal Amount $_____ Date: 6 / 11 / 2025

Description Innovating St. Louis Street: Mobile's Technology Corridor

Name of Bidder/Proposer: McElhenney Construction Company, LLC

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Renfroe, Hillboro, Co, Inc	680-5881	Striping	117,681.50	0.70%	No	
Ferguson Enterprises	622-5760	Construction Materials	2,252,002.01	13.4%	No	
Hemart Construction + Fencing LLC	4841270	Install temp/perm. fencing	94,000	0.56%	NO	

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: archnigus.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: (CHECK ONE):
JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC
FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ _____ __/__/____
(Title) (Date)

DBE Utilization Report

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Josh McElhenney (affiant) who, being duly sworn says as follows:

President/CEO of McElhenney Construction, 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 MCC that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said McElhenney Const. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 209831.

CEO of McElhenney Construction, LLC

Sworn to and subscribed before me this the 11th day of June, 2025

I certify that the affiant is known to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

Ellen Reese Coombs
Notary Public
Alabama State at Large
My Commission Expires 12/12/2027

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 709831

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and McElhenney Construction Company, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 709831

Approved by:

Employer	
McElhenney Construction Company, LLC	
Name (Please Type or Print) Josh R McElhenney	**Title**
Signature Electronically Signed	**Date** 09/10/2013
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 09/10/2013

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 709831

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	McElhenney Construction Company, LLC
Company Facility Address	3926 Harmony Ridge Circle East Semmes, AL 36575
Company Alternate Address	PO Box 2584 Semmes, AL 36575
County or Parish	MOBILE
Employer Identification Number	320414254
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 709831

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 709831

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

Name	Josh R McElhennev
Phone Number	2519730030
Fax	
Email	iosh@mcelhennevconst.com

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 709831

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

CITY OF MOBILE

UNIQUE ENTITY IDENTIFIER (UEI) DOCUMENTATION AND SAM.GOV VERIFICATION FORM

Information about Your UEI Number and Instructions to Obtain Your UEI Number

The Federal Funding Accountability and Transparency Act (FFATA) requires all applicants seeking Federal sub-grants and/or sub-contracts to have a UEI number. Please refer to Title 2 of the Code of Federal regulations Part 25.100 (2 CFR Part 25.100). The Federal government uses UEI numbers to better identify related organizations receiving funding under grants and cooperative agreements and to provide consistent name and address data for electronic grant application systems. The System for Award Management (SAM) verifies businesses through the U.S. Department of Treasury and the U.S. Department of Homeland Security to prevent fraud.

All prime contractors and their subcontractors must have a UEI number and have proof of registration on SAM.gov. Confirmation of application for SAM.gov registration will be accepted for a responsive bid. For assistance, please contact the Office of Grants Management at (251) 208-6853.

PRIME CONTRACTOR ENTITY NAME: McElhenney Construction Company, LLC

UEI NUMBER: KY4UU6UM9928/9H5K7 **SAM ACTIVE DATE:** 4/2/2025 **SAM EXP. DATE:** 3/31/2026 **REGISTERED ON SAM.GOV:** YES NO PENDING

Please ensure all subcontractors listed on the Supplier Diversity forms are included below. Provide a second page for additional subcontractors.

SUBCONTRACTOR ENTITY NAME	UEI NUMBER	REGISTERED ON SAM.GOV	SAM ACTIVE DATE	SAM EXP. DATE
C&A Quality Construction	INC-GAFSD12133416	YES NO PENDING*	—	—
Coastal Environmental	E5UYXNDJ9KZ4	YES NO PENDING*	7/9/24	7/12/25
L&G Industries, LLC	U3LEPZX6YP87	YES NO PENDING*	—	—
Innovative Contracting Services, LLC	F2LZZN54KTH3	YES NO PENDING*	10/1/24	9/27/25
Steel Enforcers, Inc	088907422	YES NO PENDING*	—	—
Evans Supply	EJBJQ58685K9 / Cage# 5W0W4	YES NO PENDING*	4/2/2013	4/21/2026
Bennett Construction, LTD	HBKHTEVEW943	YES NO PENDING*	9/11/2024	9/11/2026
M.A. Harvill	V8ZPJJH5PPL4	YES NO PENDING*	2/19/2025	2/14/2026
Smith Industrial Service, Inc	HN2UEA7ABPN3	YES NO PENDING*	6/21/2021	11/26/2025
Gulf Breeze Landscaping, LLC	XC85TSL6BNR4	YES NO PENDING*	1/7/2025	1/3/2026

** Copy of each company's SAM.gov registration or confirmation of application email must be attached to this form. Failure to provide this will result in an unresponsive bid.*

Instructions

1. To obtain or renew a UEI Number, go to https://sam.gov and follow the link on the home page. If you visit a site that attempts to charge you for obtaining a UEI Number, you are at the wrong site because registering for a UEI Number is completely free and is usually created within one (1) business day.
2. To register your entity on SAM.gov, log into your account and go to your workspace. Click "Get Started" and follow the steps to registration. Click here for a federal guide to registration.

FOR OFFICE OF GRANTS MANAGEMENT USE ONLY - UEI NUMBERS VERIFIED: YES ☐ NO ☐

Date: _____ Performed by: _____ Title: _____ Dept: _____

Contract/Grant Number: _____ Federal Award Number: _____ 77 Updated Nov. 2024

CITY OF MOBILE

UNIQUE ENTITY IDENTIFIER (UEI) DOCUMENTATION AND SAM.GOV VERIFICATION FORM

Information about Your UEI Number and Instructions to Obtain Your UEI Number

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All prime contractors and their subcontractors must have a UEI number and have proof of registration on SAM.gov. Confirmation of application for SAM.gov registration will be accepted for a responsive bid. For assistance, please contact the Office of Grants Management at (251) 208-6853.

PRIME CONTRACTOR ENTITY NAME: McElhenney Construction Company, LLC

UEI NUMBER: KY4U46UM9928 **SAM ACTIVE DATE:** 4/2/2025 **SAM EXP. DATE:** 3/31/2026 **REGISTERED ON SAM.GOV:** (YES) NO PENDING

Please ensure all subcontractors listed on the Supplier Diversity forms are included below. Provide a second page for additional subcontractors.

SUBCONTRACTOR ENTITY NAME	UEI NUMBER	REGISTERED ON SAM.GOV	SAM ACTIVE DATE	SAM EXP. DATE
C&H Construction Services, LLC	HNRYNF2687D3	(YES) NO PENDING*	8/20/24	8/16/25
Inline, LLC	KKM5BN5EN548	(YES) NO PENDING*	1/10/2025	1/9/2026
Ronroe, Hobbets, & Co. Inc.	C8HGH9PQU723	(YES) NO PENDING*	2/27/2025	2/27/2026
Ferguson Enterprises, LLC	G3UJV4M7Q6U3	(YES) NO PENDING*	3/26/2025	3/26/2026
		YES NO PENDING*		
		YES NO PENDING*		
		YES NO PENDING*		
		YES NO PENDING*		
		YES NO PENDING*		
		YES NO PENDING*		

** Copy of each company's SAM.gov registration or confirmation of application email must be attached to this form. Failure to provide this will result in an unresponsive bid.*

Instructions

1. To obtain or renew a UEI Number, go to https://sam.gov and follow the link on the home page. If you visit a site that attempts to charge you for obtaining a UEI Number, you are at the wrong site because registering for a UEI Number is completely free and is usually created within one (1) business day.
2. To register your entity on SAM.gov, log into your account and go to your workspace. Click "Get Started" and follow the steps to registration. Click here for a federal guide to registration.

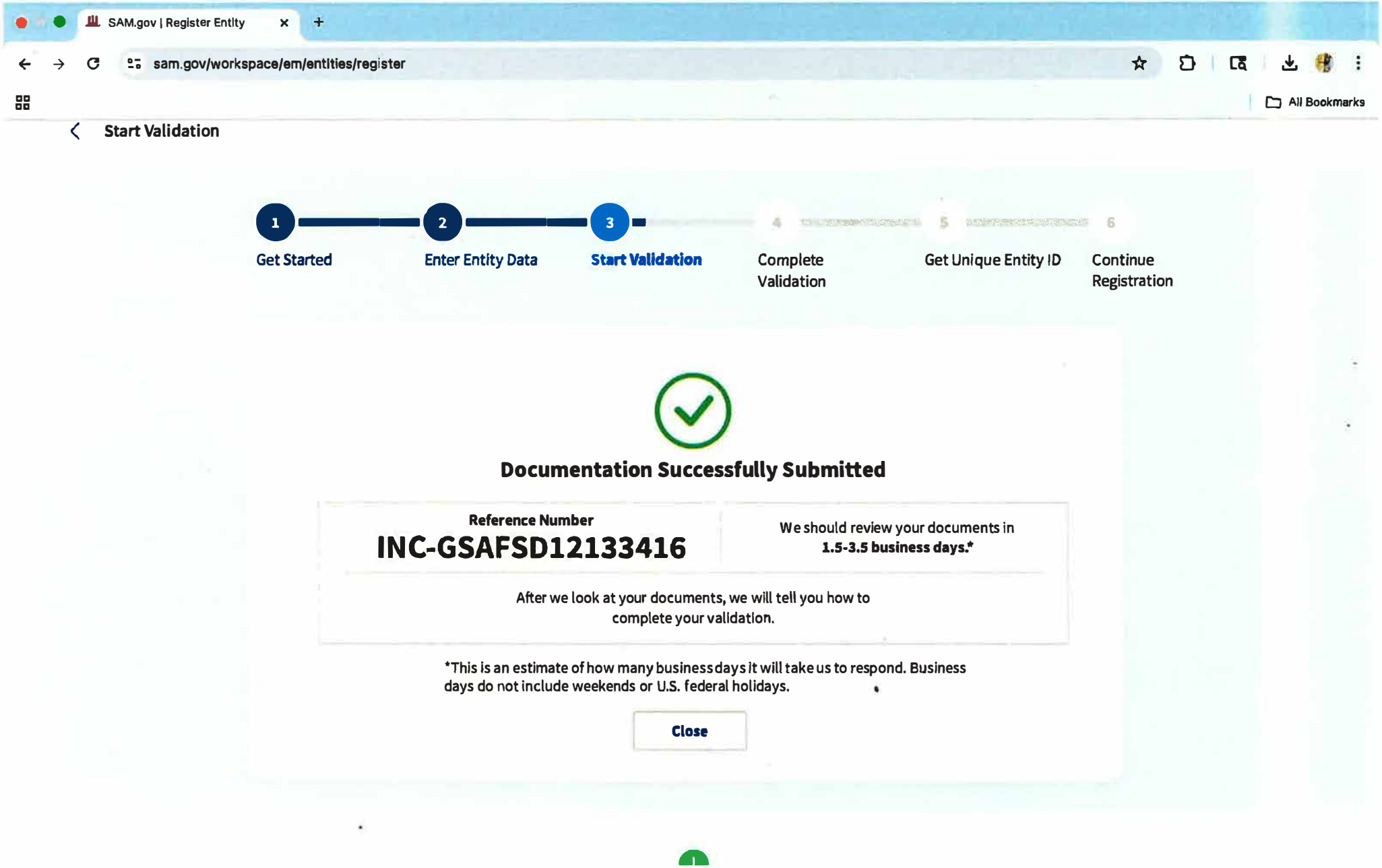
FOR OFFICE OF GRANTS MANAGEMENT USE ONLY - UEI NUMBERS VERIFIED: YES ☐ NO ☐

Date: _____ Performed by: _____ Title: _____ Dept: _____

Contract/Grant Number: _____ Federal Award Number: _____

77

Updated Nov. 2024


SAM.gov | Register Entity
sam.gov/workspace/em/entities/register
All Bookmarks
Start Validation
1
Get Started
2
Enter Entity Data
3
Start Validation
4
Complete Validation
5
Get Unique Entity ID
6
Continue Registration
Documentation Successfully Submitted
Reference Number
INC-GSAFSD12133416
We should review your documents in
1.5-3.5 business days.*
After we look at your documents, we will tell you how to complete your validation.
*This is an estimate of how many business days it will take us to respond. Business days do not include weekends or U.S. federal holidays.
Close

Drew Windham

From: Jasmin Portillo-Ramos <jasmin.ramos@c-and-aqualityconstruction.com>
Sent: Wednesday, June 11, 2025 9:27 AM
To: Drew Windham
Subject: Fwd: General Services Administration Federal - Your Incident INC-GSAFSD12133416 has comments added

---------- Forwarded message ---------
From: **Bernarda Ramos Orellana** <bernarda.ramos@c-and-aqualityconstruction.com>
Date: Wed, Jun 11, 2025 at 9:25 AM
Subject: Fwd: General Services Administration Federal - Your Incident INC-GSAFSD12133416 has comments added
To: <Jasmin.Ramos@c-and-aqualityconstruction.com>

---------- Forwarded message ---------
From: **General Services Administration Federal** <fsdsupport@gsa.gov>
Date: Tue, Jun 10, 2025 at 2:21 PM
Subject: General Services Administration Federal - Your Incident INC-GSAFSD12133416 has comments added
To: <bernarda.ramos@c-and-aqualityconstruction.com>

This is an official message sent on behalf of the U.S. General Services Administration's Federal Service Desk (FSD) which provides free help for SAM.gov, FPDS.gov, eSRS.gov, and FSRS.gov

INC-GSAFSD12133416 - Entity Not Found Reference Number: 6f27ca44-8af9-4b64-ac53-f0aad55fd0be

Comments:

2025-06-10 19:20:32 Additional comments
Hello,

We did not find your entity in our records therefore we created a new record for your entity based on the documentation you sent us. You need to take action to finish your registration or get your Unique Entity ID.

Please see the entity details below:

Entity Name: C AND A QUALITY CONSTRUCTION LLC
Entity Address: 9351A Highway 188
Entity City: Irvington
Entity State: AL
Entity Zip: 36544-3017
Entity Country: US
Incorporation State: AL
Incorporation Date: 2020

Your information will be visible to you in SAM.gov in one business day. If you received this update after 3:30 pm Eastern time / 12:30 Pacific, please allow two business days for the updates in this email to be reflected in SAM.gov

To finish your registration or get your Unique Entity ID, go back to SAM.gov and follow the steps below.

1. Sign in to SAM.gov Select the "Workspace" link at the top of the screen.
2. To get your new UEI, select the "Get Started" button. You will repeat the process you went through before, but you will not have to submit documents again.

NOTE: If your entity already has an active or inactive registration, DO NOT select the "Get Started" button. Instead, locate the entity record you want to update, select the three dots near the expiration date (the Actions menu), and select "Update." If your existing registration is not shown in your workspace, go to fsd.gov and search for "How do I update/renew an existing entity registration in SAM.gov" for detailed instructions.

3. When you reach the "Enter Entity Information" screen, enter the name and address given above in this email. Select "Next".
4. Check the box about providing documents and select "Next."
5. You'll see matching information in a list.
6. Choose the "I recognize my entity" option and pick the match from the list. Select "Next."
7. Confirm the information is correct.
8. Request your Unique Entity ID.
9. Get your Unique Entity ID. You do not need to write it down. It is saved in your Workspace.
10. Your entity is now validated. If you need to apply for assistance or bid on a contract, use the "Continue Registration" button. If not, you can return to your Workspace.

Please respond to this email if you are not able to find your entity after two business days, or if you have any questions or concerns. If you respond to this email or update this incident at FSD.gov within five business days, your ticket will remain open.

Thank you.

EVS Help Desk
This is an official message sent by the SAM.gov Entity Validation Service (EVS) on behalf of the U.S. General Services Administration.

You can view all the details of the incident by following the link below:

Take me to the Incident

You will be required to log in to FSD.gov to view the status of your tickets.

Thank you.

Don't lose access to your SAM.gov registration! Make sure you have at least two Entity Administrators at all times! **Invite others** to help manage your registration.

DO NOT attach documents containing personally identifiable information, controlled unclassified information, or other sensitive information to your FSD ticket or in reply to this email. Submit all entity validation documentation from your Entity Workspace in SAM.gov Learn how to add documentation to your entity validation case.

Ref:MSGPROD65566887_Vi9ACMfllMFKdre

Re: UEI Form - St. Louis Project

GB

Gisele Bennett Figures <landgindustries1@gmail.com>
To Drew Windham

Reply | Reply All | Forward

Wed 6/11/2025 11:15 AM

L&G Industries Sam.gov.pdf
1 MB

Hi Drew,

I am working on completing the validate process. Attached is proof of work in progress. Will this work?

Thanks

Gisele M. Figures
President L&G Industries LLC
251-455-4347 cell

FSD Number

Address Update

Reset

page 1 of 1

results per page 25

Sort by Expiration Date Ascending

L & G INDUSTRIES, LLC Work In Progress Registration View Update More

Unique Entity ID:
V3LEPZX6YP87

CAGE/NCAGE:
(blank)

Doing Business As:
(blank)

Physical Address:
2326 WOLF RIDGE RD WHISTLER, AL 36612-1750 USA

Expiration Date
(blank)

Purpose of Registration:
All Awards

TIN···

CAGE···

Feedback

Our Website

About This Site

Our Community

Release Notes

System Alerts

Policies

Terms of Use

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Entity Workspace

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- Non-Federal Entities
- BioPreferred Reporting
- Service Contract Reporting

Filter By

Keyword

Entity

Unique Entity ID

V3LEPZX6YP87

CAGE/NCAGE

Entity Name

L&G Industries LLC

Status

Expiration Date

Drew Windham

From: Courtney Holman <courtneyholman@steelenforcers.com>
Sent: Wednesday, June 11, 2025 11:19 AM
To: Drew Windham
Subject: FW: CONFIRMATION: Registration Submitted for STEEL ENFORCERS, INC. / 033907422 in the U.S. Government's System for Award Management (SAM)

Let me know if this is what's needed.

Courtney Holman
Steel Enforcers, Inc.
251.604.2401

From: notification@sam.gov <notification@sam.gov>
Date: Tuesday, October 6, 2020 at 11:35 AM
To: Courtney Holman <courtneyholman@steelenforcers.com>
Subject: CONFIRMATION: Registration Submitted for STEEL ENFORCERS, INC. / 033907422 in the U.S. Government's System for Award Management (SAM)

This email was sent by an automated administrator. Please do not reply to this message.

Dear Courtney Holman,

You successfully submitted the entity registration for STEEL ENFORCERS, INC. / 033907422 in the U.S. Government's System for Award Management (SAM). This registration record will remain in Submitted status until all external validations are complete. What happens next?

1. If you provided a Taxpayer Identification Number (TIN), the Internal Revenue Service (IRS) will conduct a validation of your TIN and Taxpayer Name. This step can take two business days. You will get an email from @sam.gov when that review is complete.

2. Your registration will then be sent to the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Code system for assignment or validation of your CAGE Code. This step averages two business days, but the DLA CAGE team can take up to ten business days, or longer, in peak periods. You will get an email from @sam.gov when that review is complete.

3. If the DLA CAGE team has any questions, they will contact the individual you listed as the Government Business Point of Contact (POC) via email. The email will come from an @dla.mil address. Please tell your Government Business POC to respond right away to any requests from an @dla.mil email. If a timely response is not received, your registration will be returned to SAM and your registration status changed to Work in Progress. You will have to resubmit and provide the requested information to DLA CAGE to continue.

4. You will get an email from @sam.gov when your registration passes these external validations and becomes Active. While you are waiting, use the Check Status tab in the SAM main navigation bar to see where your registration is in the review process.

5. If you have not previously submitted a notarized letter formally designating the Entity Administrator for your entity, you must do so now. Use the instructions at: https://www.fsd.gov/fsd-gov/answer.do?sysparm_kbid=d2e67885db0d5f00b3257d321f96194b&sysparm_search=kb0013183. Mail the original, signed notarized letter to the following address. Failure to do so within 60 days of activation may result in the registration no longer being active. NOTE: You are not required to provide a notarized letter for a federal entity registration.

FEDERAL SERVICE DESK
ATTN: SAM.GOV REGISTRATION PROCESSING
460 INDUSTRIAL BLVD
LONDON KY 40741-7285

Remember, this process is entirely FREE to you. It is FREE to register and maintain your registration in SAM. It is FREE to get help with your registration. Contact our supporting Federal Service Desk at www.fsd.gov, or by telephone at 866-606-8220 (toll free) or 334-206-7828 (internationally), for FREE help.

In addition, if you are located in the U.S. and its outlying areas, you can also get FREE support from your local Procurement Technical Assistance Center (PTAC), an official resource for government contracting assistance. Go to http://www.aptac-us.org/ to find your closest PTAC.

Thank you,
The System for Award Management (SAM) Administrator
https://sam.gov/SAM

MOBILE
ALABAMA

CITY OF MOBILE
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT ("FFATA")
DISCLOSURE STATEMENT

Effective Date of Agreement —
Award Description/Title Inventory St. Louis Street
Entity Completing Form McElhenney Construction Company, LLC
Entity UEI Number KY4UU6M9928/9H5K7
Address P.O. Box 1409
City, State, Zip+4 Theodore, AL 36590

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the UEI Number belongs receive (1) 80 percent or more of your annual gross revenues is U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

YES ☐ NO ☒ **If yes, answer next question.**

If no, stop here and sign form and return to the City of Mobile Office of Grants Management

Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this UEI Number belongs) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)), or Section 6104 of the Internal Revenue Code of 1986?

YES ☐ NO ☐ **If no, answer next question.**

If yes, stop here and sign form and return to the City of Mobile Office of Grants Management

Provide the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which this UEI Number belongs):

Name	Position Title	Total Compensation Amount for the Entity's Last Complete Fiscal Year

[signature] President 6-11-25
Signature Title Date

Josh McElhenney
Typed Name of Signature

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. 2018-3005-19
PROJECT NAME – INNOVATING ST. LOUIS STREET:
MOBILE'S TECHNOLOGY CORRIDOR

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. 2018-3005-19
PROJECT NAME – INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

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.

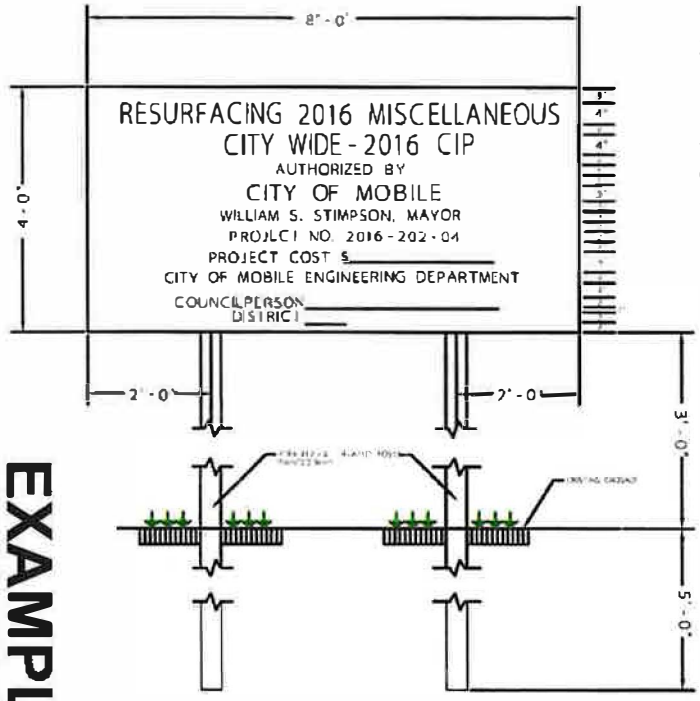
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.

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



EXAMPLE

Notes:

1. This detail is provided as an example only. Text will be project specific.
2. The following RESTORE Grant specific text must be included:

" This project was paid for [in part] with federal funding from the Department of Treasury and the Alabama Department of Conservation and Natural Resources under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf States Act of 2012 (RESTORE Act)."

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.

CITY OF MOBILE
ENGINEERING DEPT
CITY STANDARDS
PROJECT SIGN DETAIL
SIGN 1 OF 2
SCALE: N.T.S. | DATE: NOV 20, 2013

ATTACHMENT "F"

GEOTECHNICAL REPORTS AND/OR MIX DESIGNS

GEOTECHNICAL ENGINEERING TESTING, INC.

~ Geotechnical Evaluations ~ Construction Materials Testing ~ Geosciences ~ Infrastructure Management Services ~

SOILS SURVEY AND MATERIALS REPORT

CITY OF MOBILE
PROJECT NO. 2018-3005-19

INNOVATING ST. LOUIS STREET:
MOBILE'S TECHNOLOGY CORRIDOR

Professional Services Since 1974

904 Butler Drive, Mobile, AL 36693

251.666.7197 FAX: 251.666.7380

www.geoengr.com

Geotechnical Engineering-Testing, Inc.

PROFESSIONAL ENGINEERS

Geotechnical Evaluations - Geosciences - Construction Materials - Pavement Management

October 25, 2023

City of Mobile
Engineering Department
205 Government St.
Mobile, AL 36602

Attn: Mr. John Forrester, P. E.

Re: Soils Survey and Materials Report
Project No.: 2018-3005-19
Innovating St. Louis St.: Mobile's Technology Corridor

Dear Mr. Forrester:

Geotechnical Engineering-Testing, Inc. (GET) is pleased to provide this geotechnical report for the proposed improvements to St. Louis St. between Broad St. and Water St. in the City of Mobile. This work has been performed in accordance with our contract dated August 14, 2018 to perform geotechnical engineering and laboratory testing services for the City of Mobile.

Please call Curt Doyle, P.E. if you have any questions or if you need additional information.

Sincerely,

GEOTECHNICAL ENGINEERING-TESTING, INC.

Curt Doyle, P.E.
Principal Engineer
Alabama License No. 25733
Date: 10/25/2023

904 Butler Drive • Mobile, Alabama 36693 • 251.666.7197
www.geoengr.com

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INTRODUCTION

Geotechnical Engineering-Testing, Inc. (GET) has completed the soil explorations and geotechnical engineering studies that were planned for this project. The soils survey for the proposed improvements to be made to St. Louis Street between Broad Street and Water Street in in the City of Mobile, Alabama included 33 soil test borings/cores and laboratory tests performed on selected soil samples recovered from the boring operations. The engineering study included the planning, coordination, and supervision of the soils explorations program, evaluations of the results of the soils explorations, development of recommendations, and the preparation of this report. These services were performed in general accordance with our contract authorized by the City of Mobile on August 14, 2018. Our professional services for this project have been performed, findings obtained, and recommendations prepared in accordance with generally accepted engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

PROJECT DESCRIPTION

The project includes improvements along St. Louis St. extending from Broad St. to Water St. for a total length of approximately 5200 ft. The project spans 17 city blocks. The project will generally include reconstructing and/or resurfacing St. Louis St. and modifying much of the on-street parking that currently exists. Included in the project will be the removal and replacement of some utilities, drainage structures and the existing curb and gutter. The sidewalks and some of the existing driveways will also be removed and replaced. We understand that some of the existing driveways will be completely removed. Since the time of the original design and soils explorations in 2018, design modifications have been made that will also include the replacement of an approximate 1100 ft section of a 12 ft by 4 ft box culvert between Broad Street and N. Washington Street.

The general project location is identified on the Highway Location Map included in Appendix A of this report.

GENERAL SUBSURFACE CONDITIONS

The existing pavement of St. Louis Street is approximately 40 ft wide and consists of two 12 ft wide travel lanes and 8 ft wide parking areas on each side of the road. The roadway was originally constructed with curb and gutter on each side and sidewalks on both sides of the road. Numerous driveways of various sizes exists throughout the corridor. The original roadway and on-street parking areas consisted of concrete pavement that varied in thickness between 2 inches and 9.75 inches with an average of about 4.9 inches. The original concrete has been overlaid with asphalt concrete on several occasions. The asphalt overlay varies in thickness from 1.5 inches to 7.5 inches with an average overlay thickness of 3.9 inches. The total pavement thickness varies between 4.5 inches and 13.5 inches for an average thickness of about 8.5 inches. A summary of the core samples taken from the roadways are included in Appendix B of this report.

Based upon our visual observations of the existing pavements, the roadway between Broad Street and North Conception St. was generally considered to be in "fair" condition. There were no major areas that indicated a failure of the underlying base materials. However, much of this roadway shows signs of transverse, longitudinal and/or block cracking. This cracking is primarily due to the joints of the underlying concrete pavement. Within the pavement areas between North Conception St. and Water St., the pavements appear to be in "good" condition due to recent overlays in the past several years. However, it should be noted that reflective cracking from the underlying concrete pavements has already started to reappear. Reflective cracking will continue to reoccur until the concrete pavements have been removed.

The soils encountered beneath the existing pavements generally consist of firm sandy materials (A-2-4 soils) that extend to depths of 3 to 7 ft below the existing pavement surface. The only area of loose sandy soils present beneath the pavement surface was between N. Jackson St. and Conception St. These loose sands or soft to medium clay soils were generally found near the bottom of the soil borings from 6 to 10 ft.

Topography

The existing ground elevation is very flat with surface elevations generally varying between elevation +12 ft and +14 ft for the western half of the project. The high point was indicated to be between Cedar St. and N. Lawrence St. From that point the roadway slopes gently downward to about elevation +4.5 ft at the intersection with Water St.

Groundwater

Exact groundwater measurements were not obtained since the borings were backfilled immediately upon completion due to traffic concerns. Groundwater levels have been estimated based upon ground elevations and historical information. The estimated groundwater levels measured in the borings are indicated on the respective boring logs. It should be noted that the groundwater levels will fluctuate with the tides and the effect of the tides on the groundwater will be greatest near the Water Street end of the project. In some areas of the project it can be expected that groundwater will perch above the clay layers encountered following rain events.

Soft/Unsuitable Soils

There were several isolated locations along the project route where soft/unsuitable soils were encountered within the borings. These areas were located generally near the beginning of the project and at depths greater than 5 ft. These soils should not affect the roadway pavements but if any excavations for utilities are performed within the roadway, these materials should not be reused onsite and should be disposed offsite.

Topsoil

There is no significant amount of topsoil onsite and any topsoil required for the project must be obtained from offsite sources per ALDOT 650A-000. The topsoil testing results should be verified by the contractor and the selection and use of amendments is the contractor's responsibility.

Hazardous Materials Sites

There were no visible signs of hazardous materials located within the right of way of the project. However, the evaluation of hazardous materials is beyond the scope of this report.

PAVEMENT RECOMMENDATIONS

Traffic Data

Traffic data was provided to us by Mr. John Forrester, P.E. on October 3, 2023. This information included traffic data collected from five separate city blocks along St. Louis Street in April 2022. The average ADT of the five sections was 2845. The traffic data provided for each of the roadway segments is shown in Appendix C of this report. Truck traffic for the individual roadway segments was not provided with this current information. However, from the detailed April 2018 traffic measurements of various classes of vehicles and guidance from Ms. Mary Beth Bergin, P.E. of the City of Mobile Traffic Engineering, we determined the average percent truck traffic (TADT) to be 5.3 percent. This historical percentage was used in our current design. The project is currently scheduled to let in 2024. Growth rates were not provided for the given traffic data but we understand that the development along St. Louis St. is dramatically increasing so we have assumed a growth rate of 4.0 percent. This estimated growth rate was utilized to compute a projected 2024 average ADT of 3077 for the project design.

Based upon the traffic data provided and the above assumptions made with regards to the growth rate and TADT, three sections of the roadway will require an ESAL Range A/B asphalt mix and two sections will require an ESAL Range C/D asphalt mix. However, we recommend that ESAL Range C/D asphalt mixes be utilized on this project. The ESAL range computations have been included in Appendix D.

Subgrade Soil Resilient Modulus

Based upon the type of soils encountered at the subgrade elevations, a Design MR of 9000 psi was used for the subgrade soil strength. The soils encountered at the subgrade elevation at the selected locations were predominantly classified as A-2-4 materials.

Drainage Coefficients

The drainage coefficients selected are based upon an average annual rainfall of 62 inches for the site. The ALDOT drainage coefficient worksheets are included in Appendix E of this report.

Pavement Section Design

Based upon using ALDOT standard guidelines and the 1993 AASHTO Pavement Design Procedure, the DARWin Pavement Design and Analysis System software was used to compute the pavement section designs for this project. Based upon the average traffic data along the project route for a planned 2024 letting date and the design subgrade soil strength of 9000 psi, the design Structural Number for the roadway was computed to be 3.27.

Details of the input and output parameters are shown on the DARWin Pavement Design worksheets included in Appendix F of this report.

We have computed an effective SN of 3.01 based upon the average inplace buildup on St. Louis Street that was determined from the core data and the base material. After planing the upper 2 inches of the existing roadway the effective SN will be reduced to 2.41. The required overlay SN must be 0.87 in order for the areas to be overlaid and meet the structural requirements.

Recommended Pavement Buildup

While resurfacing will meet the structural requirements for the project, to eliminate the reflective cracking that has occurred due to asphalt being placed over the original concrete pavement, the most desirable pavement design would be to remove the existing asphalt and concrete pavement as described in **Option 1** below. While generally not detrimental to the function or life span of the asphalt pavements, reflective cracking is not aesthetically desirable. If budgetary constraints prevent the full reconstruction of the roadway, **Option 2** would be to plane (mill) at least 2 inches of the existing pavement and resurface the roadway as described below. This option would likely raise the profile grade. The minimum recommended pavement design would be to plane no more than 2 inches of the existing pavement and resurface the roadway as described in **Option 3** below. With **Option 2**, reflective cracking will likely reoccur in about 5 to 6 years and with **Option 3**, reflective cracking will likely reoccur in about 2 to 3 years. It should be noted that within the area between N. Conception St. and St. Joseph St. that was resurfaced approximately 3 years ago, reflective cracking has begun to reappear at this time.

The pavement design worksheets for each of the previously described options have been presented in Appendix G of this report.

We understand that some of the existing utilities will be removed and replaced as part of this project. With Option 1, the reconstruction of the roadway should be performed after the utilities have been replaced. With Options 2 and 3, a separate pavement buildup has been prepared based upon the selected resurfacing method selected. We recommend that all utility work be completed before resurfacing work is performed.

With each of these options, we recommend constructing the roadways and pavement areas for this project in accordance with the Alabama Department of Transportation "Standard Specifications for Highway Construction", 2022 Edition. The recommended pavement buildups for each of the roadway sections are as follows:

- ***Option 1***

Pay Item 424A-360: Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D (220 Lbs/SY)
Pay Item 424B-651: Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D (300 Lbs/SY)
Pay Item 401A-000: Bituminous Treatment A
Pay Item 301A-012: Crushed Aggregate Base Course, Type B, Plant Mixed, 6" Compacted Thickness
Pay Item 230A-000: Roadbed Processing

Note 1: **Pay Item 301A-012** should extend six (6) inches beyond the limits of the curb

- ***Option 2***

Pay Item 424A-360: Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D (165 Lbs/SY)
Pay Item 424B-651: Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D (275 Lbs/SY)

- ***Option 2 (Patching)***

Pay Item 424A-360: Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D (165 Lbs/SY)

Pay Item 424B-651: Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D (275 Lbs/SY)

Pay Item 424B-685: Superpave Bituminous Concrete Lower Binder Layer, Patching, 1" Maximum Aggregate Size Mix, ESAL Range C/D (275 Lbs/SY)

Pay Item 401A-000: Bituminous Treatment A

Pay Item 301A-012: Crushed Aggregate Base Course, Type B, Plant Mixed, 6" Compacted Thickness

Pay Item 230A-000: Roadbed Processing

- ***Option 3***

Pay Item 424A-360: Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D (220 Lbs/SY)

- ***Option 3 (Patching)***

Pay Item 424A-360: Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D (220 Lbs/SY)

Pay Item 424B-655: Superpave Bituminous Concrete Upper Binder Layer, Patching, 1" Maximum Aggregate Size Mix, ESAL Range C/D (300 Lbs/SY)

Pay Item 401A-000: Bituminous Treatment A

Pay Item 301A-012: Crushed Aggregate Base Course, Type B, Plant Mixed, 6" Compacted Thickness

Pay Item 230A-000: Roadbed Processing

- ***Commercial Concrete Driveway***

Pay Item 618B-003: Concrete Driveway, 6" Thick (Includes Wire Mesh)

Pay Item 301A-012: Crushed Aggregate Base Course, Type B, Plant Mixed, 6" Compacted Thickness

- ***Residential Concrete Driveway***

Pay Item 618B-003: Concrete Driveway, 6" Thick (Includes Wire Mesh)

Leveling

Based upon preliminary project plans, it is anticipated that some minor amounts of leveling may be required on this project. This may be required to provide cross slope corrections.

Planing

If **Options 2** is selected, we recommend that *no more than* the top four (4) inches of the existing roadway be planed. If Option 3 is selected, we recommend *no more* than the top two (2) inches of the existing roadway be planed. We do not recommend that planing (milling) extend into the underlying concrete pavement.

CULVERT FOUNDATION RECOMMENDATIONS

It is understood that the existing 12 ft by 4 ft box culvert will be removed and replaced by the same size box culvert at essentially the same grades. Based upon explorations performed near the culvert structure, it is anticipated that soft to medium consistency clay soils will be encountered near the bottom of the required structure in some areas. We recommend that the soft clay soils be excavated to a depth of 2 ft below the bottom of the culvert or as directed by a representative of the geotechnical engineer and backfilled with Foundation Backfill, Commercial. The excavation should extend a minimum of 2 ft beyond either side of the culvert structure. In areas where suitable materials are encountered as determined by a representative of the geotechnical engineer, the undercut and Foundation Backfill, Commercial may be reduced to a minimum 1 ft. In areas where extremely soft or unstable materials are encountered, additional undercutting or the placement of geogrid may be required at the direction of the geotechnical engineer. We recommend that 250 square yards of Geosynthetic Reinforcement for Soft Soil Stabilization, Type 2 be included in the plan quantities.

GENERAL RECOMMENDATIONS

Construction Vibrations

Should **Option 1** be selected, the contractor shall provide extra care not to cause excessive vibrations when breaking the concrete for removal. Regardless of the design selected for the project, all construction vibrations shall be kept to a minimum. Additionally, the contractor will be responsible for monitoring the vibrations due to construction activities. It should be noted that there are numerous brick veneer structures within 25 ft of the existing roadway. Excessive vibrations from construction equipment may cause settlement of these structures resulting in the cracking of walls. This may require that materials be placed in thin lifts to avoid using vibratory compaction equipment to obtain compactions requirements.

Borrow Excavation

We recommend that any required offsite borrow meet the specifications for Borrow Excavation (A-2 or Better).

Utility Trenches

It should be noted that much of the soil encountered within the soil borings performed along the corridor were indicated to be A-2-4 materials and should be suitable for backfill around utilities. However, there were some areas where layers of clay soils were encountered that will be unsuitable for reuse as backfill material. These materials should be disposed of offsite. It is anticipated that a representative of the geotechnical engineer of record will be required onsite during trench excavation and backfilling to determine the suitability of materials for reuse. Any onsite or offsite materials placed in utility trenches shall generally meet the specifications for Borrow Excavation (A-2 or Better).

The contractor will be responsible for following the required OSHA guidelines regarding excavations and trench safety standards. This document states that the excavation safety is the responsibility of the contractor. Slope heights, slope inclination and/or excavation depths should in no case exceed those specified in local, state or federal safety regulations. The contractor shall provide proper sheeting and shoring for safe access to the bottom of excavations for inspection.

RECOMMENDED PAY ITEMS

210A-000	Unclassified Excavation
210D-010	Borrow Excavation (A-2 or Better)
214A-000	Structure Excavation
214B-001	Foundation Backfill, Commercial
230A-000	Roadbed Processing
243A-034	Geosynthetic Reinforcement for Soft Soil Stabilization, Type 2
301A-012	Crushed Aggregate Base Course, Type B, Plant Mix, 6" Compacted Thickness
401A-000	Bituminous Treatment A
405A-000	Tack Coat
407B-000	Joint Sealant for Hot Mix Asphalt
408A-052	Planing Existing Pavement (Approximately 1.10" Thru 2.0" Thick)
408A-053	Planing Existing Pavement (Approximately 2.10" Thru 3.0" Thick)
410H-000	Materials Remixing Device
424A-360	Superpave Bituminous Concrete Wearing Surface Layer, ½" Maximum Aggregate Size Mix, ESAL Range C/D
424A-366	Superpave Bituminous Concrete Wearing Surface Layer, Leveling, ½" Maximum Aggregate Size Mix, ESAL Range C/D
424A-369	Superpave Bituminous Concrete Wearing Surface Layer, Widening, ½" Maximum Aggregate Size Mix, ESAL Range C/D
424B-651	Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D
424B-655	Superpave Bituminous Concrete Upper Binder Layer, Patching, 1" Maximum Aggregate Size Mix, ESAL Range C/D
424B-685	Superpave Bituminous Concrete Lower Binder Layer, Patching, 1" Maximum Aggregate Size Mix, ESAL Range C/D
430B-040	Aggregate Surfacing (Crushed Aggregate Base, Type B)

REQUIRED PROJECT NOTES

- The full pavement buildup shall be extended through all drives and side streets to the back of radius.
- Roadbed processing is waived in areas where the required processing width is less than six (6) ft. In these areas the subgrade shall be compacted to the satisfaction of a representative of the geotechnical engineer of record.
- Subgrade for driveways and sidewalks shall be compacted to the satisfaction of a representative of the geotechnical engineer of record.
- The Geosynthetic Reinforcement for Soft Soil Stabilization, Type 2 (Pay Item 243A034) must be a biaxial geogrid constructed of a single layer of polypropylene material.
- Geosynthetic Reinforcement for Soft Soil Stabilization, Type 2 (Pay Item 243A034) shall be placed at the direction of the geotechnical engineer.
- Foundation soils beneath the culvert shall be inspected by a representative of the geotechnical engineer of record prior to placement of Foundation Backfill, Commercial.

CONSTRUCTION CONSIDERATIONS

Although the exposed subgrade soils may be relatively stable upon initial exposure, unstable subgrade soil conditions could develop during general construction operations, particularly if the soils are wetted and/or subjected to repetitive construction traffic. The use of light construction equipment would aid in reducing subgrade disturbance. It is recommended that much of the existing pavements be left in place during removal and replacement of utilities and drainage structures to provide a more stable work platform and minimize damage to subgrade soils.

Upon completion of grading, care should be taken to maintain the subgrade moisture content prior to construction of pavements. Construction traffic over the completed subgrade should be avoided to the extent practical. The site should also be graded to prevent ponding surface water on the prepared subgrades or in excavations. If the subgrade should become frozen, desiccated, saturated, or disturbed, the affected material should be removed or these materials should be scarified, moisture conditioned and densified prior to pavement construction.

SOIL SURVEY

Field Investigation

The field investigation program for the project consisted of 33 borings/coring performed by GET personnel in September and December 2018 for the soils survey and materials report. The soil boring locations were selected and staked in the field by GET engineers. Boring locations were determined by utilizing a sub-meter GPS device and measuring from existing features. The borings have been included in the soils survey report for this project. The approximate boring locations are shown on the Existing Plan sheets that have been provided by BKI and included in Appendix H of this report.

All drilling operations were in general accordance with ALDOT 390, ALDOT-398, AASHTO T-206 and T-207. Standard penetration tests were performed and split spoon samples were generally collected continuously in the upper 6 ft and then at about 5 ft center to center intervals to the boring termination depths. Borings were performed to the boring termination depths of 10 ft below ground surface.

The split spoon samples collected during the boring operations by the drill crews were visually described and logged in the field, placed in moisture tight plastic bags and transported to GET's soils laboratory. At the laboratory the samples were visually examined to confirm or adjust the field classifications. The depths where samples were collected and the results of the standard penetration tests and laboratory classification tests are shown on the Logs of Boring in Appendix I of this report.

The soil borings provided with this report are representative of subsurface conditions at their respective locations and for their respective vertical reaches. However, local variations characteristic of the subsurface materials of the region are anticipated and may be encountered during construction. The boring logs and related information are based on the driller's logs and visual examination of selected samples in the laboratory. The delineation between soil types shown on the logs is approximate and the description represents the interpretation of subsurface conditions at the designated boring locations on the particular date drilled.

Exact groundwater measurements were not obtained since the borings were backfilled immediately upon completion due to traffic concerns. Groundwater levels have been estimated based upon ground elevations and historical information. The estimated groundwater levels measured in the borings are indicated on the respective boring logs. It should be noted that the groundwater levels will fluctuate with the tides and the effect of the tides on the groundwater is greatest near the Water Street end of the project.

Groundwater elevations shown on the boring logs represent estimated groundwater surfaces based upon ground elevations and historical information. Fluctuations in water table levels should be anticipated with the tides and throughout the year.

Cross Sections

Cross sections illustrating the materials encountered at each boring are shown on the cross section sheets included in Appendix J of this report.

Laboratory Testing

The materials study included natural moisture content, grain size, and Atterberg limits on selected samples. These tests were performed in accordance with applicable soil mechanics test standards. Soil samples, on which applicable tests were performed, were classified in accordance with the AASHTO System. The results of the laboratory tests are shown on the Logs of Borings opposite of the respective sample tested. A summary of the classification tests for borings included in this project are included in Appendix K of this report.

ENGINEERING SERVICES DURING CONSTRUCTION

The engineering recommendations provided in this report are based on the information obtained by the soils explorations and laboratory testing program. Regardless of the thoroughness of geotechnical explorations, there is a possibility that conditions at locations remote from borings will be different from those at specific boring locations and that conditions will not be as anticipated by the designers or constructors. In addition, the construction process may itself alter soil conditions. Therefore, we recommend that a representative of the geotechnical engineer of

record observe and document soil conditions encountered and the construction procedures used during the culvert foundation and roadway construction phases of the project. Unanticipated conditions and/or inadequate procedures should be reported to the design team along with timely recommendations to remediate such conditions or procedures.

BASIS OF REPORT

The evaluations and recommendations submitted in this report are based on the data obtained from the selected laboratory testing performed and the project information provided to us. Our evaluations for the project roadways were based upon the initial discussions with BKI personnel during preliminary design and Neel Schaffer personnel during final design and the possible designs considered feasible for the project. Additional assumptions have been outlined in the discussions contained in previous sections of this report.

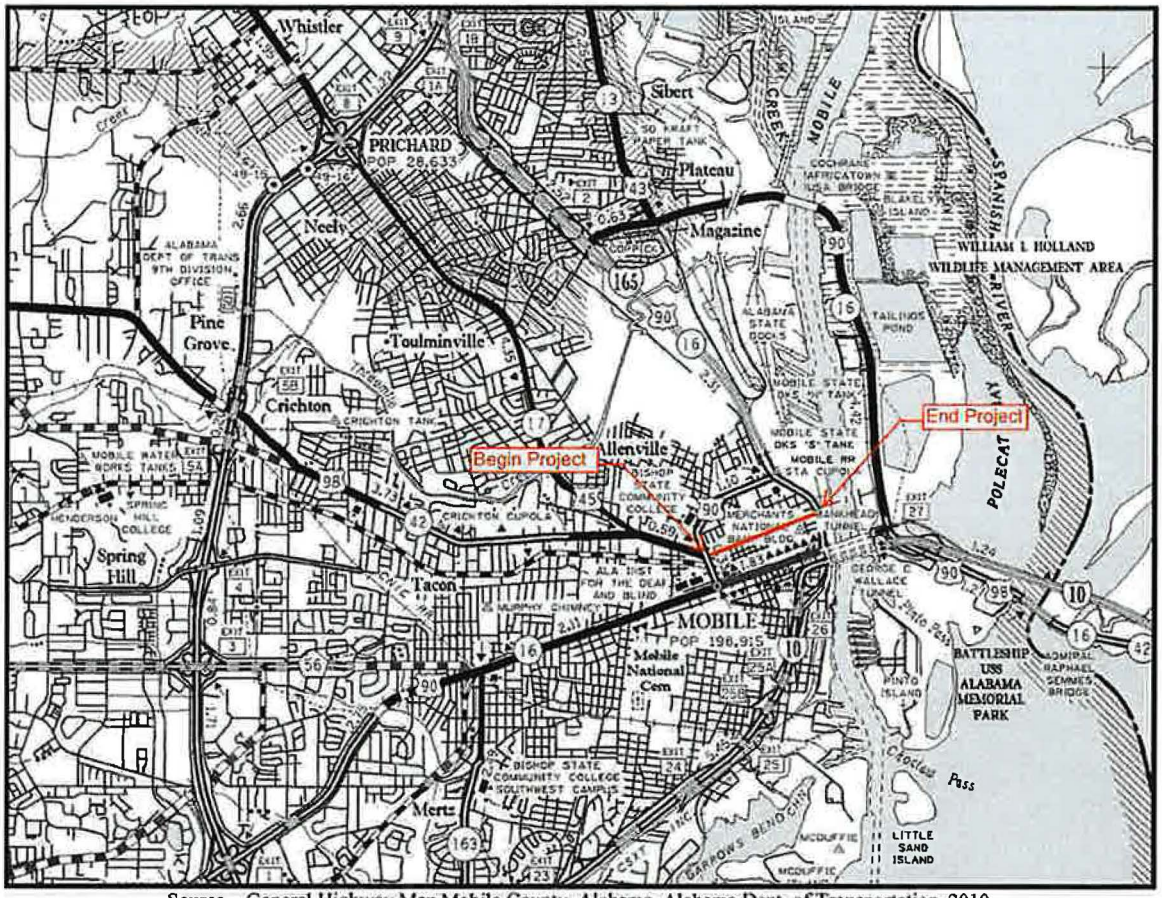
LIMITATIONS

The recommendations only apply to the specific project and site discussed in this report. If the project information section in this report contains incorrect information or if additional or revised information is available, correct or additional information should be conveyed to GET for review. We can then modify our recommendations, if they are inappropriate for the project.

We have completed the services identified herein in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality and under similar conditions as this project. No other representation, express or implied, is included or intended, and no warranty or guarantee is included or intended in this report or any other instrument of service.

APPENDIX A

HIGHWAY LOCATION MAP



Source – General Highway Map Mobile County, Alabama, Alabama Dept. of Transportation, 2010

GEOTECHNICAL ENGINEERING TESTING, INC.	St. Louis Street Improvements from Broad St. to Water St. Project No. 2018-3005-19	Highway Map

APPENDIX B

SUMMARY OF CORE SAMPLES

TABULATION OF ASPHALT THICKNESS
CITY OF MOBILE PROJECT # 2018-3005-19
INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR
MOBILE COUNTY

12/21/2018

Boring	Station	CL or BL Offset	Asphalt Thickness (Inches)	Concrete Thickness (Inches)	Total Thickness (Inches)	Remarks
B-1	12+00	6' R	3.00	5.00	8.00	
B-1A	12+00	12' L	5.00	N/A		Concrete was not cored
C-1	12+46	15' R	2.50	3.75	6.25	
B-2	14+42	12' L	5.50	N/A		Concrete was not cored
C-1A	16+61	12' L	5.50	N/A		Concrete was not cored
B-3	17+02	5' L	1.50	4.75	6.25	
C-2	19+12	15' R	2.25	4.50	6.75	
B-4	19+28	6' R	2.50	2.00	4.50	
C-2A	19+65	12' L	5.00	N/A		Concrete was not cored
B-5	22+14	6' L	2.25	4.50	6.75	
B-6	24+93	6' R	2.25	3.50	5.75	
C-4	27+42	18' R	4.75	5.00	9.75	
B-7	27+52	6' L	2.50	7.00	9.50	
B-8	30+19	17' L	4.00	4.50	8.50	
B-9	30+60	5' R	5.00	4.75	9.75	
B-10	33+42	5' R	6.75	4.00	10.75	
C-4A	33+97	14' R	1.75	7.75	9.50	
B-11	34+97	4' L	4.00	2.50	6.50	
B-12	37+22	8' L	6.75	5.25	12.00	
C-5	38+20	15' R	4.50	5.00	9.50	
B-13	41+48	16' R	6.00	4.25	10.25	
B-14	42+67	12' R	5.00	5.75	10.75	
C-6	42+70	18' L	3.50	5.75	9.25	
B-15	43+27	6' R	5.00	6.00	11.00	
B-16	47+20	7' L	5.50	5.50	11.00	
B-17	47+75	9' R	4.00	3.50	7.50	
B-18	50+06	4' L	3.75	9.75	13.50	
B-19	53+76	8' R	2.00	3.50	5.50	
B-20	54+77	7' L	2.00	5.75	7.75	
B-21	57+53	13' L	7.50	---	7.50	No concrete pavement present
B-22	59+82	9' R	2.75	5.25	8.00	
C-8	60+75	12' R	3.25	3.50	6.75	
C-7			2.50	5.00	7.50	
		Project Average	3.94	4.90	8.49	

APPENDIX C

TRAFFIC DATA

City of Mobile

Traffic Engineering
852 Gayle St.
Mobile, AL 36604

Site Code: 945
Station ID: 945-22
ST.LOUIS ST
BAYOU ST / SCOTT ST
Date Start: 11-Apr-22
Date End: 15-Apr-22

Start Time	Mon 11-Apr-22	Tue	Wed	Thu	Fri	Average Day	Sat	Sun	Week Average
12:00 AM	*	4	6	15	8	8	*	*	8
01:00	*	6	5	3	5	5	*	*	5
02:00	*	3	3	4	9	5	*	*	5
03:00	*	4	4	9	7	6	*	*	6
04:00	*	5	7	7	1	5	*	*	5
05:00	*	24	28	25	16	23	*	*	23
06:00	*	113	106	97	**89**	101	*	*	101
07:00	*	**254**	**254**	**237**	*	**248**	*	*	**248**
08:00	*	172	187	162	*	174	*	*	174
09:00	142	133	139	144	*	140	*	*	140
10:00	147	154	149	148	*	150	*	*	150
11:00	**160**	179	202	156	*	174	*	*	174
12:00 PM	180	200	201	210	*	198	*	*	198
01:00	157	161	175	183	*	169	*	*	169
02:00	182	213	191	213	*	200	*	*	200
03:00	167	174	174	173	*	172	*	*	172
04:00	**219**	**229**	**233**	**252**	*	**233**	*	*	**233**
05:00	184	185	165	200	*	184	*	*	184
06:00	89	101	113	131	*	108	*	*	108
07:00	60	83	72	91	*	76	*	*	76
08:00	30	47	62	64	*	51	*	*	51
09:00	28	38	44	69	*	45	*	*	45
10:00	40	24	23	49	*	34	*	*	34
11:00	12	14	13	27	*	16	*	*	16
Total	1797	2520	2556	2669	135	2525	0	0	2525
% Avg. WkDay	71.2%	99.8%	101.2%	105.7%	5.3%	100.0%			
% Avg. Week	71.2%	99.8%	101.2%	105.7%	5.3%	100.0%	0.0%	0.0%	
AM Peak	11:00	07:00	07:00	07:00	06:00	07:00	-	-	07:00
Vol.	160	254	254	237	89	248	-	-	248
PM Peak	16:00	16:00	16:00	16:00	-	16:00	-	-	16:00
Vol.	219	229	233	252	-	233	-	-	233
Total	1797	2520	2556	2669	135	2525	0	0	2525

ADT ADT 2,519 AADT 2,519

City of Mobile
Traffic Engineering
852 Gayle St.
Mobile, AL 36604

Site Code: 944
Station ID: 944-22
ST.LOUIS ST
DEARBORN ST / WARREN ST
Date Start: 11-Apr-22
Date End: 15-Apr-22

Start Time	Mon 11-Apr-22	Tue	Wed	Thu	Fri	Average Day	Sat	Sun	Week Average
12:00AM	*	4	3	14	9	8	*	*	8
01:00	*	6	5	3	4	4	*	*	4
02:00	*	2	2	5	9	4	*	*	4
03:00	*	4	4	10	7	6	*	*	6
04:00	*	4	10	5	0	5	*	*	5
05:00	*	24	28	26	19	24	*	*	24
06:00	*	114	108	100	**89**	103	*	*	103
07:00	*	**265**	**268**	**240**	*	**258**	*	*	**258**
08:00	*	198	205	175	*	193	*	*	193
09:00	164	158	171	141	*	158	*	*	158
10:00	150	169	161	143	*	156	*	*	156
11:00	**200**	217	230	198	*	211	*	*	211
12:00 PM	131	219	256	235	*	210	*	*	210
01:00	188	186	205	222	*	200	*	*	200
02:00	202	238	201	234	*	219	*	*	219
03:00	188	199	197	221	*	201	*	*	201
04:00	**252**	**256**	**260**	**277**	*	**261**	*	*	**261**
05:00	225	231	213	246	*	229	*	*	229
06:00	115	119	140	161	*	134	*	*	134
07:00	73	102	93	124	*	98	*	*	98
08:00	50	64	84	81	*	70	*	*	70
09:00	41	41	47	94	*	56	*	*	56
10:00	39	23	26	54	*	36	*	*	36
11:00	11	13	17	33	*	18	*	*	18
Total	2029	2856	2934	3042	137	2862	0	0	2862
% Avg. WkDay	70.9%	99.8%	102.5%	106.3%	4.8%	100.0%			
% Avg. Week	70.9%	99.8%	102.5%	106.3%	4.8%	100.0%	0.0%	0.0%	
AM Peak	11:00	07:00	07:00	07:00	06:00	07:00	-	-	07:00
Vol.	200	265	268	240	89	258	-	-	258
PM Peak	16:00	16:00	16:00	16:00	-	16:00	-	-	16:00
Vol.	252	256	260	277	-	261	-	-	261
Total	2029	2856	2934	3042	137	2862	0	0	2862

ADT ADT 2,850 AADT 2,850

City of Mobile

Traffic Engineering
852 Gayle St.
Mobile, AL 36604

Site Code: 943
Station ID: 943-22
ST.LOUIS ST
HAMILTON ST / FRANKLIN ST
Date Start: 11-Apr-22
Date End: 15-Apr-22

Start Time	Mon 11-Apr-22	Tue	Wed	Thu	Fri	Average Day	Sat	Sun	Week Average
12:00 AM	*	4	4	9	10	7	*	*	7
01:00	*	8	5	4	6	6	*	*	6
02:00	*	4	4	7	11	6	*	*	6
03:00	*	4	4	12	7	7	*	*	7
04:00	*	6	9	6	2	6	*	*	6
05:00	*	27	28	28	24	27	*	*	27
06:00	*	120	112	103	**83**	104	*	*	104
07:00	*	**241**	**267**	**238**	*	**249**	*	*	**249**
08:00	*	220	226	178	*	208	*	*	208
09:00	186	163	173	156	*	170	*	*	170
10:00	154	175	170	154	*	163	*	*	163
11:00	**211**	236	262	222	*	233	*	*	233
12:00 PM	242	242	**275**	264	*	256	*	*	256
01:00	207	207	226	246	*	222	*	*	222
02:00	188	234	209	221	*	213	*	*	213
03:00	189	226	201	216	*	208	*	*	208
04:00	**262**	**258**	260	**287**	*	**267**	*	*	**267**
05:00	257	253	241	226	*	244	*	*	244
06:00	111	113	128	170	*	130	*	*	130
07:00	70	107	98	136	*	103	*	*	103
08:00	50	67	84	75	*	69	*	*	69
09:00	41	39	45	83	*	52	*	*	52
10:00	38	25	32	46	*	35	*	*	35
11:00	8	16	21	24	*	17	*	*	17
Total	2214	2995	3084	3111	143	3002	0	0	3002
% Avg. WkDay	73.8%	99.8%	102.7%	103.6%	4.8%	100.0%			
% Avg. Week	73.8%	99.8%	102.7%	103.6%	4.8%	100.0%	0.0%	0.0%	
AM Peak	11:00	07:00	07:00	07:00	06:00	07:00	-	-	07:00
Vol.	211	241	267	238	83	249	-	-	249
PM Peak	16:00	16:00	12:00	16:00	-	16:00	-	-	16:00
Vol.	262	258	275	287	-	267	-	-	267
Total	2214	2995	3084	3111	143	3002	0	0	3002

ADT ADT 3,063 AADT 3,063

City of Mobile

Traffic Engineering
852 Gayle St.
Mobile, AL 36604

Site Code: 102
Station ID: 102-22
ST.LOUIS ST
JOACHIM ST / N.CONCEPTION ST
Date Start: 11-Apr-22
Date End: 15-Apr-22

Start Time	Mon 11-Apr-22	Tue	Wed	Thu	Fri	Average Day	Sat	Sun	Week Average
12:00 AM	*	3	9	6	7	6	*	*	6
01:00	*	3	1	0	5	2	*	*	2
02:00	*	6	7	6	5	6	*	*	6
03:00	*	4	3	8	3	4	*	*	4
04:00	*	6	9	5	7	7	*	*	7
05:00	*	18	26	20	13	19	*	*	19
06:00	*	127	110	95	**79**	103	*	*	103
07:00	*	**278**	**294**	230	*	**267**	*	*	**267**
08:00	*	245	252	205	*	234	*	*	234
09:00	185	170	186	171	*	178	*	*	178
10:00	179	199	186	156	*	180	*	*	180
11:00	**227**	231	261	**247**	*	242	*	*	242
12:00 PM	246	**275**	**268**	**271**	*	**265**	*	*	**265**
01:00	205	213	220	238	*	219	*	*	219
02:00	185	234	206	242	*	217	*	*	217
03:00	188	259	206	210	*	216	*	*	216
04:00	**277**	255	261	264	*	264	*	*	264
05:00	219	253	246	234	*	238	*	*	238
06:00	106	132	100	143	*	120	*	*	120
07:00	72	100	100	107	*	95	*	*	95
08:00	55	65	61	54	*	59	*	*	59
09:00	34	43	42	72	*	48	*	*	48
10:00	27	22	21	37	*	27	*	*	27
11:00	6	21	19	30	*	19	*	*	19
Total	2211	3162	3094	3051	119	3035	0	0	3035
% Avg. WkDay	72.9%	104.2%	101.9%	100.5%	3.9%	100.0%			
% Avg. Week	72.9%	104.2%	101.9%	100.5%	3.9%	100.0%	0.0%	0.0%	
AM Peak	11:00	07:00	07:00	11:00	06:00	07:00	-	-	07:00
Vol.	227	278	294	247	79	267	-	-	267
PM Peak	16:00	12:00	12:00	12:00	-	12:00	-	-	12:00
Vol.	277	275	268	271	-	265	-	-	265
Total	2211	3162	3094	3051	119	3035	0	0	3035

ADT ADT 3,102 AADT 3,102

City of Mobile

Traffic Engineering
852 Gayle St.
Mobile, AL 36604

Site Code: 104
Station ID: 104-22
ST.LOUIS ST
ST.JOSEPH ST / ROYAL ST
Date Start: 11-Apr-22
Date End: 15-Apr-22

Start Time	Mon 11-Apr-22	Tue	Wed	Thu	Fri	Average Day	Sat	Sun	Week Average
12:00AM	*	3	13	4	8	7	*	*	7
01:00	*	3	2	0	6	3	*	*	3
02:00	*	7	2	8	5	6	*	*	6
03:00	*	4	5	3	2	4	*	*	4
04:00	*	8	10	6	10	8	*	*	8
05:00	*	23	26	24	11	21	*	*	21
06:00	*	141	129	98	**90**	114	*	*	114
07:00	*	**265**	**283**	**222**	*	**257**	*	*	**257**
08:00	*	241	254	213	*	236	*	*	236
09:00	166	173	181	184	*	176	*	*	176
10:00	204	175	148	149	*	169	*	*	169
11:00	**212**	216	212	202	*	210	*	*	210
12:00 PM	218	**232**	196	**233**	*	**220**	*	*	**220**
01:00	179	178	154	203	*	178	*	*	178
02:00	181	206	172	212	*	193	*	*	193
03:00	174	218	144	178	*	178	*	*	178
04:00	**235**	212	155	200	*	200	*	*	200
05:00	209	217	**197**	120	*	186	*	*	186
06:00	98	116	88	108	*	102	*	*	102
07:00	74	80	75	92	*	80	*	*	80
08:00	46	55	66	45	*	53	*	*	53
09:00	32	47	44	64	*	47	*	*	47
10:00	31	19	19	39	*	27	*	*	27
11:00	9	18	11	27	*	16	*	*	16
Total	2068	2857	2586	2634	132	2691	0	0	2691
% Avg. WkDay	76.8%	106.2%	96.1%	97.9%	4.9%	100.0%			
% Avg. Week	76.8%	106.2%	96.1%	97.9%	4.9%	100.0%	0.0%	0.0%	
AM Peak	11:00	07:00	07:00	07:00	06:00	07:00	-	-	07:00
Vol.	212	265	283	222	90	257	-	-	257
PM Peak	16:00	12:00	17:00	12:00	-	12:00	-	-	12:00
Vol.	235	232	197	233	-	220	-	-	220
Total	2068	2857	2586	2634	132	2691	0	0	2691

ADT ADT 2,692 AADT 2,692

APPENDIX D

ESAL RANGE CALCULATION WORKSHEET

Project Number: 2018-3005-19
Innovating St. Louis Street: Mobile's Technology Corridor
Mobile County
2024 ESAL Range Calculations
October 6, 2023

$$ESALS = \frac{(\text{Current Traffic} + \text{Projected Traffic})\ (TADT)\ (0.99)\ (FDD)\ (FLD)\ (7300)}{2}$$

Bayou St. to Scott St.

Current Traffic (2024)	=	2,725
Projected traffic (2044)	=	5,970
Current Traffic TADT	=	5.3%
FDD (Direction Dist.)	=	50%
FLD (Lane Distribution)	=	100%

$$\frac{(2{,}725 + 5{,}970)}{2}\ (0.053)\ (0.99)\ (0.50)\ (1.00)\ (7300) = 832{,}614\ \text{ESALS}$$

ESAL RANGE = A/B

Dearborn St. to Warren St.

Current Traffic (2024)	=	3,083
Projected traffic (2044)	=	6,754
Current Traffic TADT	=	5.3%
FDD (Direction Dist.)	=	50%
FLD (Lane Distribution)	=	100%

$$\frac{(3{,}083 + 6{,}754)}{2}\ (0.053)\ (0.99)\ (0.50)\ (1.00)\ (7300) = 941{,}969\ \text{ESALS}$$

ESAL RANGE = A/B

Hamilton St. to Franklin St.

Current Traffic (2024)	=	3,313
Projected traffic (2044)	=	7,259
Current Traffic TADT	=	5.3%
FDD (Direction Dist.)	=	50%
FLD (Lane Distribution)	=	100%

$$\frac{(3{,}313 + 7{,}259)}{2}\ (0.053)\ (0.99)\ (0.50)\ (1.00)\ (7300) = 1{,}012{,}351\ \text{ESALS}$$

ESAL RANGE = C/D

Joachim St. to Conception St.

Current Traffic (2024)	=	3,355
Projected traffic (2044)	=	7,351
Current Traffic TADT	=	5%
FDD (Direction Dist.)	=	50%
FLD (Lane Distribution)	=	100%

$$\frac{(3{,}355 + 7{,}351)}{2} \quad (0.05)\ (0.99)\ (0.50)\ (1.00)\ (7300) = 1{,}025{,}182 \text{ ESALS}$$

ESAL RANGE = C/D

St. Joseph St. to Royal St.

Current Traffic (2024)	=	2,912
Projected traffic (2044)	=	6,380
Current Traffic TADT	=	5%
FDD (Direction Dist.)	=	50%
FDD (Direction Dist.)	=	100%

$$\frac{(2{,}912 + 6{,}380)}{2} \quad (0.05)\ (0.99)\ (0.50)\ (1.00)\ (7300) = 889{,}781 \text{ ESALS}$$

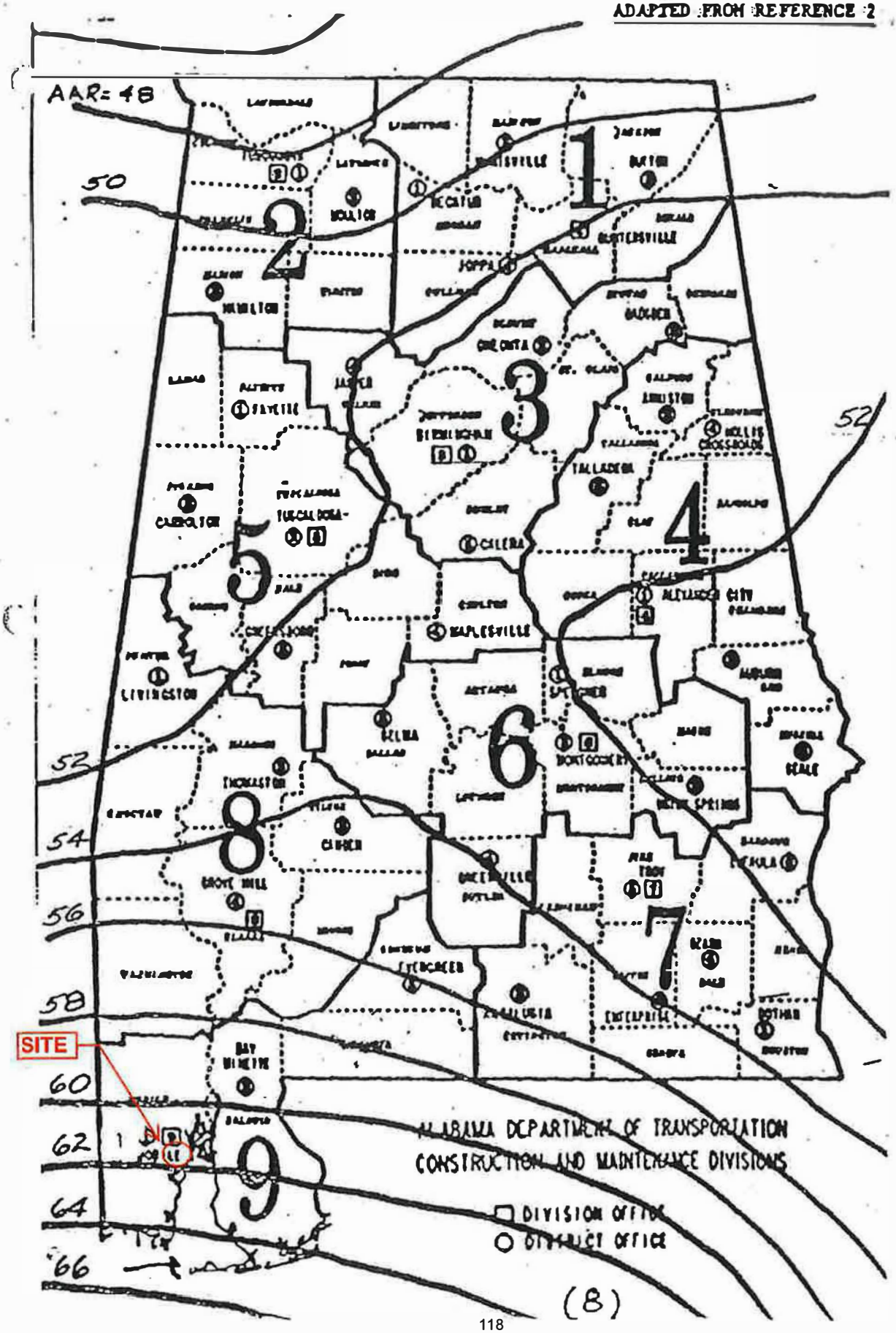
ESAL RANGE = A/B

APPENDIX E

DRAINAGE COEFFICENTS

FIGURE 1: AVERAGE ANNUAL RAINFALL (AAR) IN INCHES (REFERENCE 2)

ADAPTED FROM REFERENCE 2



(8)

Table No. 1 Percent Passing The Number 200 Sieve

Specification Section Number	Class	% Passing #8	% of #8 Passing #200	% of Total Passing #200	(*) Use %
820 Selected Materials	A	60-100	12-45	7.2-45	25
	A1	42-100	12-45	5.04-45	25
	B	22-75	12-50	2.64-37.5	20
	B1	20-70	15-65	3-45.5	25
	C	20-50	15-75	3-37.5	20
821 Granular Soils	A	20-100	12-45	2.4-45	25
	B	20-100	12-40	2.4-40	20
	C	20-100	12-35	2.4-45	20
823 Soil Aggregate	A	35-75	12-37	4.2-27.75	15
	B	25-70	12-42	3-29.4	15
	C	22-50	12-45	2.64-22.5	10
824 Processed Reef Shell	A	40-70	10-40	4-28	15
	B	20-55	10-40	2-22	10
825 Crushed Aggregate	A			0-10	5
	B			4-18	10

(*) The values shown in this column are approximate mid-range values to be used for design purposes in the absence of other data. If the materials source is known and there is documentation to show that another value should be used for the per cent passing the #200 sieve, the documented value should be used.

AVG ANNUAL RAINFALL INCHES	% PASS NO 200	SAT LEVEL Si	DRAINAGE QUALITY	mi	USE mi	mi CAL FROM REGRESS EQUATION
48	0	0.912	1.2	1.0944	1.09	1.09
48	5	0.912	1.17	1.06704	1.07	1.06
48	10	0.912	1.14	1.03968	1.04	1.04
48	15	0.912	1.11	1.01232	1.01	1.01
48	20	0.912	1.08	0.98496	0.98	0.98
48	25	0.912	1.05	0.9576	0.96	0.96
48	30	0.912	1.02	0.93024	0.93	0.93
48	35	0.912	0.99	0.90288	0.90	0.91
48	40	0.912	0.96	0.87552	0.88	0.88
48	45	0.912	0.93	0.84816	0.85	0.85
48	50	0.912	0.9	0.8208	0.82	0.83
50	0	0.9	1.2	1.08	1.08	1.07
50	5	0.9	1.17	1.053	1.05	1.05
50	10	0.9	1.14	1.026	1.03	1.02
50	15	0.9	1.11	0.999	1.00	1.00
50	20	0.9	1.08	0.972	0.97	0.97
50	25	0.9	1.05	0.945	0.95	0.94
50	30	0.9	1.02	0.918	0.92	0.92
50	35	0.9	0.99	0.891	0.89	0.89
50	40	0.9	0.96	0.864	0.86	0.87
50	45	0.9	0.93	0.837	0.84	0.84
50	50	0.9	0.9	0.81	0.81	0.82
52	0	0.888	1.2	1.0656	1.07	1.06
52	5	0.888	1.17	1.03896	1.04	1.04
52	10	0.888	1.14	1.01232	1.01	1.01
52	15	0.888	1.11	0.98568	0.99	0.98
52	20	0.888	1.08	0.95904	0.96	0.96
52	25	0.888	1.05	0.9324	0.93	0.93
52	30	0.888	1.02	0.90576	0.91	0.91
52	35	0.888	0.99	0.87912	0.88	0.88
52	40	0.888	0.96	0.85248	0.85	0.85
52	45	0.888	0.93	0.82584	0.83	0.83
52	50	0.888	0.9	0.7992	0.80	0.80

NOTE: For improved roadbed mateial, a drainage coefficient (mi) value of 1.00 will be used in all cases.

Round up to multiple of 5

Improved Roadbed USE 1.00

(10)

BLE 2: CONTINUED

USE

54	0	0.876	1.2	1.0512	1.05	1.05
54	5	0.876	1.17	1.02492	1.02	1.02
54	10	0.876	1.14	0.99864	1.00	1.00
54	15	0.876	1.11	0.97236	0.97	0.97
54	20	0.876	1.08	0.94608	0.95	0.95
54	25	0.876	1.05	0.9198	0.92	0.92
54	30	0.876	1.02	0.89352	0.89	0.89
54	35	0.876	0.99	0.86724	0.87	0.87
54	40	0.876	0.96	0.84096	0.84	0.84
54	45	0.876	0.93	0.81468	0.81	0.82
54	50	0.876	0.9	0.7884	0.79	0.79
56	0	0.864	1.2	1.0368	1.04	1.04
56	5	0.864	1.17	1.01088	1.01	1.01
56	10	0.864	1.14	0.98496	0.98	0.98
56	15	0.864	1.11	0.95904	0.96	0.96
56	20	0.864	1.08	0.93312	0.93	0.93
56	25	0.864	1.05	0.9072	0.91	0.91
56	30	0.864	1.02	0.88128	0.88	0.88
56	35	0.864	0.99	0.85536	0.86	0.86
56	40	0.864	0.96	0.82944	0.83	0.83
56	45	0.864	0.93	0.80352	0.80	0.80
56	50	0.864	0.9	0.7776	0.78	0.78
58	0	0.852	1.2	1.0224	1.02	1.02
58	5	0.852	1.17	0.99684	1.00	1.00
58	10	0.852	1.14	0.97128	0.97	0.97
58	15	0.852	1.11	0.94572	0.95	0.95
58	20	0.852	1.08	0.92016	0.92	0.92
58	25	0.852	1.05	0.8946	0.89	0.89
58	30	0.852	1.02	0.86904	0.87	0.87
58	35	0.852	0.99	0.84348	0.84	0.84
58	40	0.852	0.96	0.81792	0.82	0.82
58	45	0.852	0.93	0.79236	0.79	0.79
58	50	0.852	0.9	0.7668	0.77	0.77
60	0	0.84	1.2	1.008	1.01	1.01
60	5	0.84	1.17	0.9828	0.98	0.99
60	10	0.84	1.14	0.9576	0.96	0.96
60	15	0.84	1.11	0.9324	0.93	0.93
60	20	0.84	1.08	0.9072	0.91	0.91
60	25	0.84	1.05	0.882	0.88	0.88
60	30	0.84	1.02	0.8568	0.86	0.86
60	35	0.84	0.99	0.8316	0.83	0.83
60	40	0.84	0.96	0.8064	0.81	0.80
60	45	0.84	0.93	0.7812	0.78	0.78
60	50	0.84	0.9	0.756	0.76	0.75

TE: For improved roadbed mateial, a drainage coefficient (mi) value of 1.00 will be used in all cases.

ABLE 2: CONTINUED

62	0	0.828	1.2	0.9936	0.99	CRUSHED AGGREGATE BASE	1.00
62	5	0.828	1.17	0.96876	0.97		0.97
62	10	0.828	1.14	0.94392	0.94		0.95
62	15	0.828	1.11	0.91908	0.92		0.92
62	20	0.828	1.08	0.89424	0.89		0.90
62	25	0.828	1.05	0.8694	0.87	GRANULAR SOIL BASE	0.87
62	30	0.828	1.02	0.84456	0.84		0.84
62	35	0.828	0.99	0.81972	0.82		0.82
62	40	0.828	0.96	0.79488	0.79		0.79
62	45	0.828	0.93	0.77004	0.77		0.77
62	50	0.828	0.9	0.7452	0.75		0.74
64	0	0.816	1.2	0.9792	0.98		0.99
64	5	0.816	1.17	0.95472	0.95		0.96
64	10	0.816	1.14	0.93024	0.93		0.93
64	15	0.816	1.11	0.90576	0.91		0.91
64	20	0.816	1.08	0.88128	0.88		0.88
64	25	0.816	1.05	0.8568	0.86		0.86
64	30	0.816	1.02	0.83232	0.83		0.83
64	35	0.816	0.99	0.80784	0.81		0.80
64	40	0.816	0.96	0.78336	0.78		0.78
64	45	0.816	0.93	0.75888	0.76		0.75
64	50	0.816	0.9	0.7344	0.73		0.73

NOTE: For improved roadbed material, a drainage coefficient (mi) value of 1.00 will be used in all cases.

APPENDIX F

DARWin PAVEMENT DESIGN ANALYSIS

1993 AASHTO Pavement Design

DARWin Pavement Design and Analysis System

A Proprietary AASHTOWare
Computer Software Product
Geotechnical Engineering-Testing, Inc.

Flexible Structural Design Module

INNOVATING ST. LOUIS STREET:
MOBILE'S TECHNOLOGY CORRIDOR

2018-305-19

Flexible Structural Design

18-kip ESALs Over Initial Performance Period	960,457
Initial Serviceability	4.2
Terminal Serviceability	3
Reliability Level	85 %
Overall Standard Deviation	0.49
Roadbed Soil Resilient Modulus	9,400 psi
Stage Construction	1
Calculated Design Structural Number	3.27 in

Rigorous ESAL Calculation

Performance Period (years)	20
Two-Way Traffic (ADT)	3,077
Number of Lanes in Design Direction	1
Percent of All Trucks in Design Lane	100 %
Percent Trucks in Design Direction	50 %

Vehicle Class	Percent of ADT	Annual % Growth	Average Initial Truck Factor (ESALs/ Truck)	Annual % Growth in Truck Factor	Accumulated 18-kip ESALs over Performance Period
2	94.7	4	0.0002	0	3,169
5	5.3	4	1.0794	0	957,288
Total	100	-	-	-	960,457

Growth	Compound
Total Calculated Cumulative ESALs	960,457

APPENDIX G

PAVEMENT DESIGN WORKSHEETS

GEOTECHNICAL ENGINEERING-TESTING, INC.
FLEXIBLE PAVEMENT DESIGN
WORK SHEET

10/25/2023

Project No.: 2018-3005-19
County: Mobile
Designed By: Curt Doyle, P.E.

Project: St. Louis St. Improvements
System: City Street

Pavement Build-up Required SN (DARWin)	3.27

Option 1: Remove existing asphalt and concrete pavements and reconstruct the roadway

Existing Build-Up

Existing Layers	No. of Layers	Struct. Coeff.	Drainage	Thickness	SN
Asphalt Pavement (Remove)	1	---	1	3.9	
Concrete Pavement (Remove)	1	---	1	4.9	
				8.8	

Proposed Pavement Section

Pay Item	Layer Description	Lb/SY	No. of Layers	Struct. Coeff.	Drainage	Thickness	SN
424A-360	Wearing Surface, 1/2" Max Agg Size	220	1	0.54	1	1.98	1.07
424B-651	Upper Binder Layer, 1" Max Agg Size	300	1	0.54	1	2.70	1.46
301A-012	Crushed Aggregate Base		1	0.14	0.94	6.00	0.79
						10.68	3.32

GEOTECHNICAL ENGINEERING-TESTING, INC.
FLEXIBLE PAVEMENT DESIGN
WORK SHEET

10/25/2023

Project No.: 2018-3005-19
County: Mobile
Project: St. Louis St. Improvements
System: City Street

Designed By: Curt Doyle, P.E.

Pavement Build-up Required SN (DARWin)	3.27

Option 2: Plane and resurface the existing pavement with Upper Binder and Wearing Surface

Existing Build-Up

Existing Layers	No. of Layers	Struct. Coeff.	Drainage	Thickness	SN
Asphalt Pavement	1	0.3	1	3.9	1.17
Concrete Pavement	1	0.32	1	4.9	1.57
Granular Soil Base	1	0.05	0.89	6	0.27
				Existing SN:	3.01
Required Planing	1	0.3	1	(2.00)	(0.60)
				SN (After Planing):	2.41
				$Sn_{overlay}$	0.87

Proposed Overlay

Pay Item	Layer Description	Lb/SY	No. of Layers	Struct. Coeff.	Drainage	Thickness	SN
424A-360	Wearing Surface, 1/2" Max Agg Size	165	1	0.54	1	1.49	0.80
424B-651	Upper Binder Layer, 1" Max Agg Size	275	1	0.54	1	2.48	1.34
						3.96	2.14

Proposed Patching w/ Option 2

Pay Item	Layer Description	Lb/SY	No. of Layers	Struct. Coeff.	Drainage	Thickness	SN
424A-360	Wearing Surface, 1/2" Max Agg Size	165	1	0.54	1	1.49	0.80
424B-651	Upper Binder Layer, 1" Max Agg Size	275	1	0.54	1	2.48	1.34
424B-685	Lower Binder Layer, 1" Max Agg Size	275	1	0.54	1	2.48	1.34
301A-012	Crushed Aggregate Base		1	0.14	0.94	6.00	0.79
						12.44	4.26

GEOTECHNICAL ENGINEERING-TESTING, INC.
FLEXIBLE PAVEMENT DESIGN
WORK SHEET

10/25/2023

Project No.: 2018-3005-19
County: Mobile

Project: St. Louis St. Improvements
System: City Street

Designed By: Curt Doyle, P.E.

Pavement Build-up Required SN (DARWin)	3.27

Option 3: Plane and resurface the existing pavement

Existing Build-Up

Existing Layers	No. of Layers	Struct. Coeff.	Drainage	Thickness	SN
Asphalt Pavement	1	0.3	1	3.9	1.17
Concrete Pavement	1	0.32	1	4.9	1.57
Granular Soil Base	1	0.05	0.89	6	0.27
				Existing SN:	3.01
Required Planing	1	0.3	1	(2.00)	(0.60)
				SN (After Planing):	2.41
				$Sn_{overlay}$	0.87

Proposed Overlay

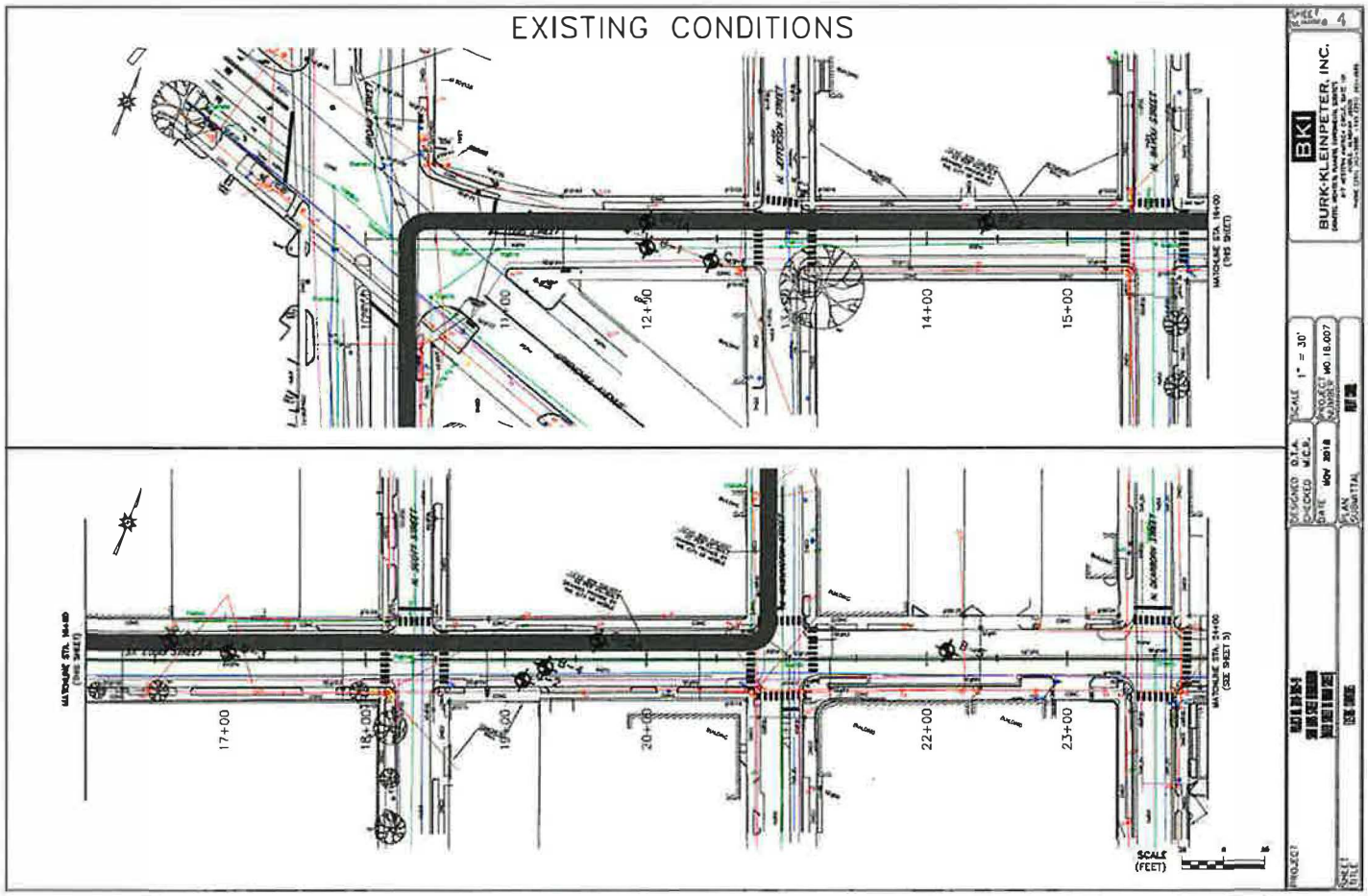
Pay Item	Layer Description	Lb/SY	No. of Layers	Struct. Coeff.	Drainage	Thickness	SN
424A-360	Wearing Surface, 1/2" Max Agg Size	220	1	0.54	1	1.98	1.07

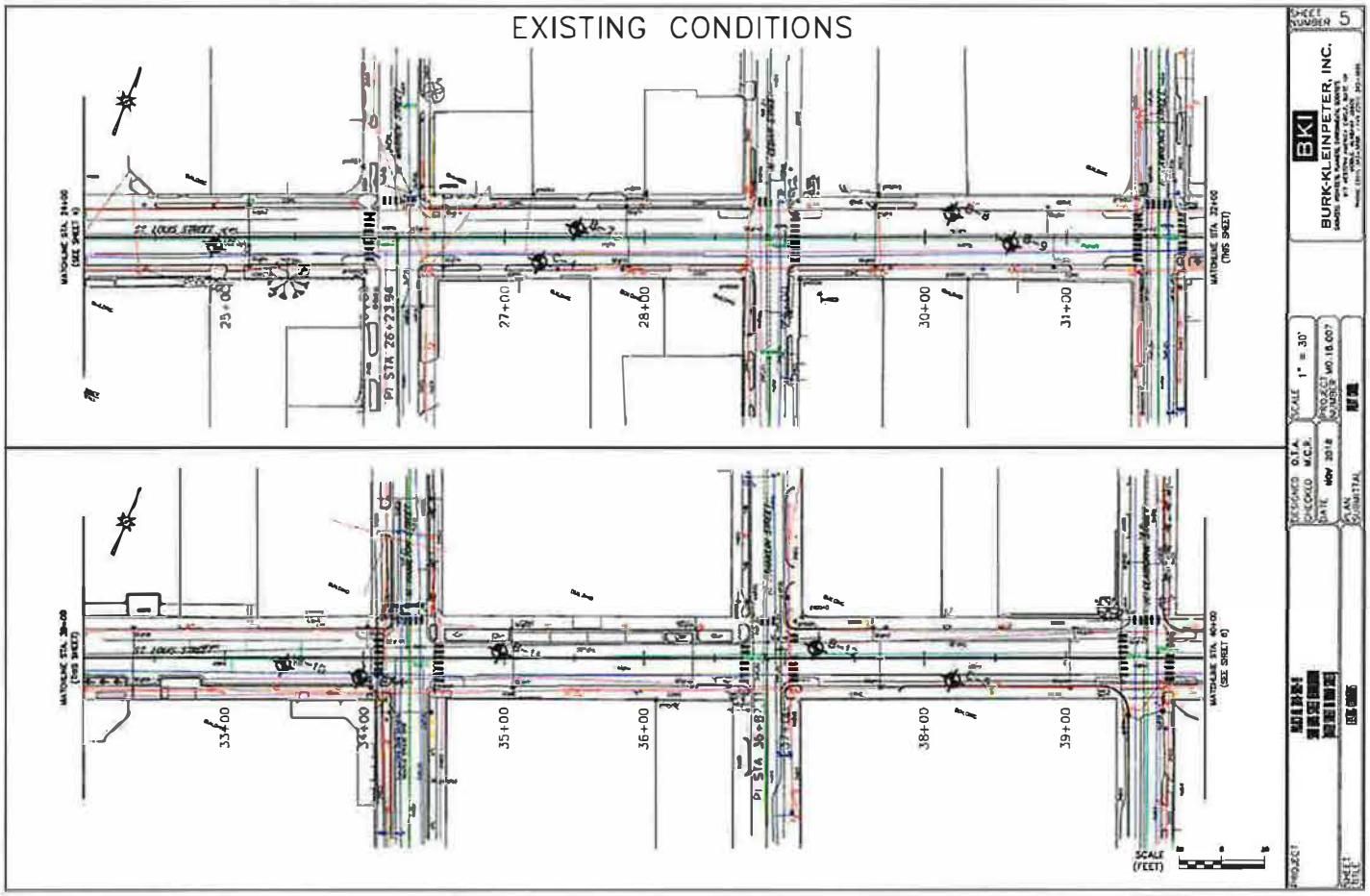
Proposed Patching with Option 3

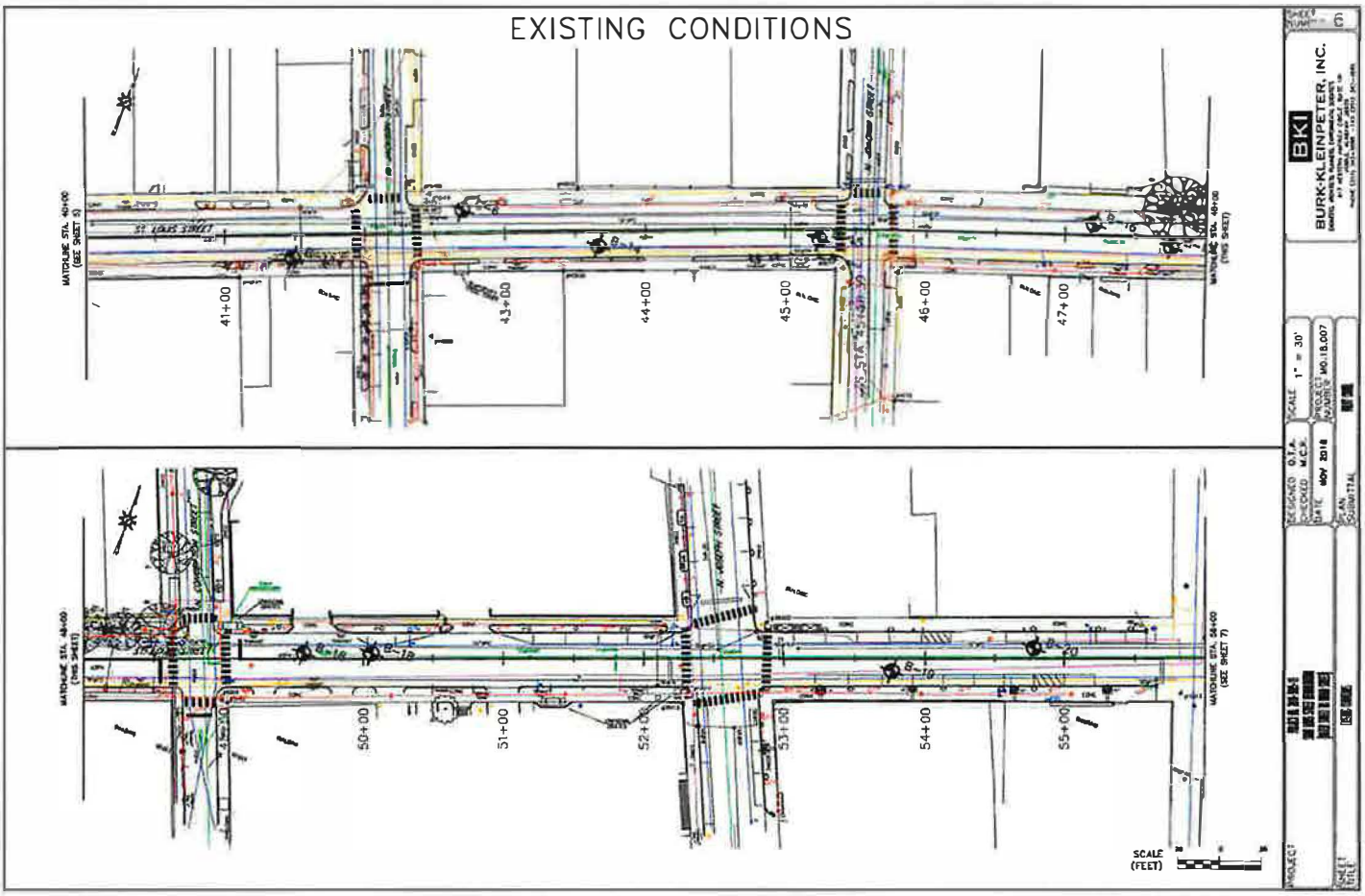
Pay Item	Layer Description	Lb/SY	No. of Layers	Struct. Coeff.	Drainage	Thickness	SN
424A-360	Wearing Surface, 1/2" Max Agg Size	220	1	0.54	1	1.98	1.07
424B-651	Upper Binder Layer, 1" Max Agg Size	300	1	0.54	1	2.70	1.46
301A-012	Crushed Aggregate Base		1	0.14	0.94	6.00	0.79
						10.68	3.32

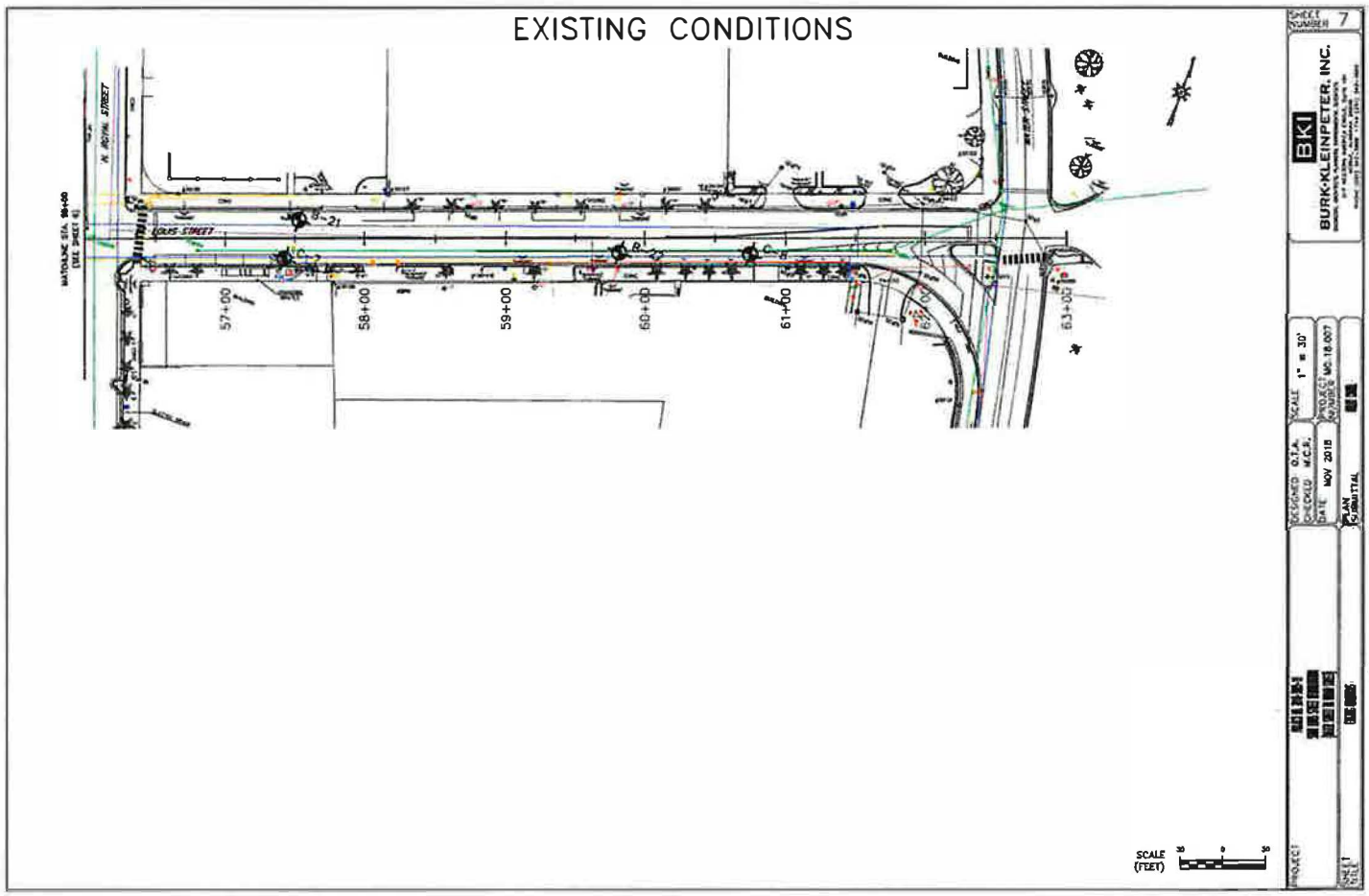
APPENDIX H

BORING LOCATION PLAN SHEETS


EXISTING CONDITIONS
BURK-KLEINPETER, INC.
12+00
14+00
15+00
17+00
18+00
20+00
22+00
23+00
SCALE (FEET)


EXISTING CONDITIONS
SHEET NUMBER 5
BURK-KLEINPETER, INC.
SCALE 1" = 30'
PROJECT NO. 18.007
DESIGNED D.T.A.
DRAWN M.C.P.
CHECKED
DATE NOV 2018
PLAN SUBMITTAL
PROJECT
SHEET TITLE
25+00
26+23.96
PI STA 26+23.96
27+00
28+00
30+00
31+00
33+00
34+00
35+00
36+00
PI STA 36+87
38+00
39+00
SCALE (FEET)


EXISTING CONDITIONS
BURK-KLEINPETER, INC.
41+00
43+00
44+00
45+00
46+00
47+00
50+00
51+00
52+00
53+00
54+00
55+00
SCALE (FEET)


EXISTING CONDITIONS
N. MAIN STREET
LOUIS STREET
MAIN STREET
57+00
58+00
59+00
60+00
61+00
63+00
SCALE (FEET)
BKI
BURK-KLEINPETER, INC.
SCALE 1" = 30'
DESIGNED G.T.A.
CHECKED M.C.B.
DATE NOV 2018
PLAN SUBMITTAL

APPENDIX I

LOGS OF BORINGS

PROJECT NAME: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG:

DRILL METHOD: CORING

DRILL CREW: JH, LL(LOGGER)

DATE DRILLED: 12/21/18

BORING DEPTH: 0.4 FT.

BORING ELEV.: 13.2 FT.

DATUM:

WATER DEPTH: NOT ENCOUNTERED

REMARKS: CONCRETE NOT CORED

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-1A

BORING LOCATION: STATION 12+00 12' L OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	S.P.T. N_c	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
0		5" Asphalt										
		B.T. @ 0.4 FT										
5												
10												
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI_AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG:

DRILL METHOD: CORING

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/21/18

BORING DEPTH: 0.7 FT.

BORING ELEV.: 13.2 FT.

DATUM:

WATER DEPTH: NOT ENCOUNTERED

REMARKS:

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-1

BORING LOCATION: STATION 12+00 6' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	S.P.T. N_c	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
0		3" Asphalt 5" Concrete										
		B.T. @ 0.7 FT										
5												
10												
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI_ALGDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG:

DRILL METHOD: CORING, HAND AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/18/18

BORING DEPTH: 1.6 FT.

BORING ELEV.: 12.6 FT.

DATUM:

WATER DEPTH: NOT ENCOUNTERED

REMARKS:

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: C-1

BORING LOCATION: STATION 12+46 15' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	S.P.T. N_c	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
0		3" Asphalt 4" Concrete										
		Brown silty sand w/ gravel										
		B.T. @ 1.6 FT										
5												
10												
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI_AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG:

DRILL METHOD: CORING

DRILL CREW: JH, LL(LOGGER)

DATE DRILLED: 12/21/18

BORING DEPTH: 0.5 FT.

BORING ELEV.: 12.2 FT.

DATUM:

WATER DEPTH: NOT ENCOUNTERED

REMARKS: CONCRETE NOT CORED

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-2

BORING LOCATION: STATION 14+42 12' L OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	S.P.T. N_c	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
0		5.5" Asphalt										
		B.T. @ 0.5 FT										
5												
10												
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI_AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG:

DRILL METHOD: CORING

DRILL CREW: JH, LL(LOGGER)

DATE DRILLED: 12/21/18

BORING DEPTH: 0.5 FT.

BORING ELEV.: 11.8 FT.

DATUM:

WATER DEPTH: NOT ENCOUNTERED

REMARKS: CONCRETE NOT CORED

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: C-1A

BORING LOCATION: STATION 16+61 12' L OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	S.P.T. N_c	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
0		5.5" Asphalt										
		B.T. @ 0.5 FT										
5												
10												
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI_AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG:

DRILL METHOD: CORING

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/21/18

BORING DEPTH: 0.6 FT.

BORING ELEV.: 11.3 FT.

DATUM:

WATER DEPTH: NOT ENCOUNTERED

REMARKS:

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-3

BORING LOCATION: STATION 17+02 5' L OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	S.P.T. N_c	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
0		1.5" Asphalt 5" Concrete										
		B.T. @ 0.6 FT										
5												
10												
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI_AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG:

DRILL METHOD: CORING, HAND AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/18/18

BORING DEPTH: 1.5 FT.

BORING ELEV.: 10.4 FT.

DATUM:

WATER DEPTH: NOT ENCOUNTERED

REMARKS:

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: C-2

BORING LOCATION: STATION 19+12 15' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	S.P.T. N_c	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
0		2" Asphalt 4.5" Concrete Dark brown silty sand w/ small amount of gravel B.T. @ 1.5 FT										
5												
10												
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI_AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/22/18

BORING DEPTH: 10 FT.

BORING ELEV.: 11.0 FT.

DATUM:

WATER DEPTH: 10 FT.

REMARKS: WATER DEPTH IS ESTIMATED BASED ON ELEVATION

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-4

BORING LOCATION: STATION 19+28 6' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	S.P.T. N_c	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
0		2" Asphalt Concrete										
		Dense to firm dark brown & yellowish brown silty sand w/ trace of gravel near the surface	1	43		11	NP	NP		14.7		A-2-4 (0)
			2	16								
			3	6								
5		Medium consistency gray, yellowish brown & red sandy clay	4	6		25	31	19		48.9		A-6 (5)
			5	6								
		Soft dark gray & light brown sandy clay	6	2								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI_AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG:

DRILL METHOD: CORING

DRILL CREW: JH, LL(LOGGER)

DATE DRILLED: 12/21/18

BORING DEPTH: 0.4 FT.

BORING ELEV.: 11.2 FT.

DATUM:

WATER DEPTH: NOT ENCOUNTERED

REMARKS: CONCRETE NOT CORED

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: C-2A

BORING LOCATION: STATION 19+65 12' L OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	S.P.T. N_c	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
0		5" Asphalt										
		B.T. @ 0.4 FT										
5												
10												
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI_AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/21/18

BORING DEPTH: 10 FT.

BORING ELEV.: 11.2 FT.

DATUM:

WATER DEPTH: 10 FT.

REMARKS: WATER DEPTH IS ESTIMATED BASED ON ELEVATION

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-5

BORING LOCATION: STATION 22+14 6' L OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	S.P.T. N_c	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
0		2.5" Asphalt 4.5" Concrete										
		Dense brown & light gray silty sand	1	32								
		Firm dark brown & light yellowish brown silty sand	2	11		28	NP	NP		18.1		A-2-4 (0)
		Soft light gray & yellowish red sandy clay	3	4								
5		Loose dark gray clayey sand	4	7								
			5	2								
		Very loose dark gray silty sand	6	4								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI_AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/21/18

BORING DEPTH: 10 FT.

BORING ELEV.: 12.6 FT.

DATUM:

WATER DEPTH: NOT ENCOUNTERED

REMARKS: WATER DEPTH IS ESTIMATED BASED ON ELEVATION

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-6

BORING LOCATION: STATION 24+93 6' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	S.P.T. N_c	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
0		2" Asphalt 3.5" Concrete										
		Loose dark brown silty sand w/ gravel	1	7		15	NP	NP		17.4		A-2-4 (0)
			2	8								
		Loose light brown silty sand	3	6								
5		Medium consistency light brown sandy clay	4	6								
			5	2								
		Very loose dark brown silty sand	6	3								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI_AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG:

DRILL METHOD: CORING, HAND AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/18/18

BORING DEPTH: 1.8 FT.

BORING ELEV.: 13.0 FT.

DATUM:

WATER DEPTH: NOT ENCOUNTERED

REMARKS:

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: C-4

BORING LOCATION: STATION 27+42 18' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	S.P.T. N_c	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
0		5" Asphalt 5" Concrete Dark gray silty sand w/ gravel										
		B.T. @ 1.8 FT										
5												
10												
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 GIP ST. LOUIS STREET.GPJ GETI_AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/21/18

BORING DEPTH: 10 FT.

BORING ELEV.: 13.5 FT.

DATUM:

WATER DEPTH: NOT ENCOUNTERED

REMARKS: WATER DEPTH IS ESTIMATED BASED ON ELEVATION

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-7

BORING LOCATION: STATION 27+52 6' L OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	S.P.T. N_c	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
0		2.5" Asphalt 7" Concrete										
		Firm dark brown & pale brown silty sand w/ trace of rubble	1	14								
			2	13								
		Firm brown & gray silty sand	3	11								
5			4	13								
		Very loose dark gray clayey sand	5	3								
		Loose gray silty sand	6	4								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI_AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/21/18

BORING DEPTH: 10 FT.

BORING ELEV.: 13.5 FT.

DATUM:

WATER DEPTH: NOT ENCOUNTERED

REMARKS: WATER DEPTH IS ESTIMATED BASED ON ELEVATION

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-8

BORING LOCATION: STATION 30+19 17' L OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_I	S.P.T. N_C	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
0		4" Asphalt 4.5" Concrete										
		Firm dark brown & red silty sand w/ rubble	1	11		16	NP	NP		13.8		A-2-4 (0)
			2	16								
		Firm to dense brown, dark brown & light brown silty sand	3	40								
5			4	50								
		Loose dark brown clayey sand	5	5								
		Loose brown silty sand w/ small amount of gravel	6	6								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI_AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/20/18

BORING DEPTH: 10 FT.

BORING ELEV.: 14.0 FT.

DATUM:

WATER DEPTH: NOT ENCOUNTERED

REMARKS: WATER DEPTH IS ESTIMATED BASED ON ELEVATION

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-9

BORING LOCATION: STATION 30+60 5' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	S.P.T. N_c	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
0		5.5" Asphalt										
		5" Concrete										
		Very dense light brown, dark brown & light brownish yellow silty sand	1	70								
			2	50/6"								
5			3	19								
		Firm to loose gray silty sand	4	15								
			5	9								
		Loose dark gray silty, clayey sand	6	4								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI_AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/20/18

BORING DEPTH: 10 FT.

BORING ELEV.: 13.6 FT.

DATUM:

WATER DEPTH: NOT ENCOUNTERED

REMARKS: WATER DEPTH IS ESTIMATED BASED ON ELEVATION

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-10

BORING LOCATION: STATION 33+42 5' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	S.P.T. N_c	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
0		7.5" Asphalt										
		4" Concrete										
		Firm brown & dark brown silty sand w/ trace of gravel	1	16		10	NP	NP		21.5		A-2-4 (0)
			2	16								
5		Firm light brown & light gray silty sand	3	16								
			4	16								
			5	4								
		Loose dark gray silty sand	6	6								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI_AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG:

DRILL METHOD: CORING, HAND AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/18/18

BORING DEPTH: 1.8 FT.

BORING ELEV.: 12.8 FT.

DATUM:

WATER DEPTH: NOT ENCOUNTERED

REMARKS:

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: C-4A

BORING LOCATION: STATION 33+97 14' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	S.P.T. N_c	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
0		1.5" Asphalt 8" Concrete										
		Dark gray silty sand w/ gravel										
		B.T. @ 1.8 FT										
5												
10												
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI_AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/21/18

BORING DEPTH: 10 FT.

BORING ELEV.: 13.2 FT.

DATUM:

WATER DEPTH: NOT ENCOUNTERED

REMARKS: WATER DEPTH IS ESTIMATED BASED ON ELEVATION

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-11

BORING LOCATION: STATION 34+97 4' L OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	S.P.T. N_c	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
0		6" Asphalt 2" Concrete										
			1	16								
		Firm brown silty sand										
			2	20								
			3	15								
5		Firm pale brown fine sand										
		Firm gray silty sand	4	20								
			5	3								
		Very loose dark brown & brownish yellow silty sand										
			6	4								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI_AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/21/18

BORING DEPTH: 10 FT.

BORING ELEV.: 12.7 FT.

DATUM:

WATER DEPTH: NOT ENCOUNTERED

REMARKS: WATER DEPTH IS ESTIMATED BASED ON ELEVATION

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-12

BORING LOCATION: STATION 37+22 8' L OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	S.P.T. N_c	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
0		7" Asphalt										
		5.5" Concrete										
			1	8								
			2	11		9	NP	NP		17.6		A-2-4 (0)
		Loose to firm brown silty sand										
5			3	13								
			4	17								
			5	14								
		Firm pale brown & brown silty sand										
			6	15								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI_AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG:

DRILL METHOD: CORING, HAND AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/18/18

BORING DEPTH: 1.8 FT.

BORING ELEV.: 12.1 FT.

DATUM:

WATER DEPTH: NOT ENCOUNTERED

REMARKS:

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: C-5

BORING LOCATION: STATION 38+20 15' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	S.P.T. N_c	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
0		4.5" Asphalt 5" Concrete Dark brown silty sand w/ shell & gravel										
		B.T. @ 1.8 FT										
5												
10												
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI_AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/20/18

BORING DEPTH: 10 FT.

BORING ELEV.: 11.7 FT.

DATUM:

WATER DEPTH: NOT ENCOUNTERED

REMARKS: WATER DEPTH IS ESTIMATED BASED ON ELEVATION

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-13

BORING LOCATION: STATION 41+48 16' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	S.P.T. N_c	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
0		6.5" Asphalt										
		5" Concrete										
		Firm dark brown & light brown silty sand w/ gravel	1	18								
		Firm dark brown & light brown silty sand	2	17								
5		Firm pale brown & brown fine sand w/ trace of gravel	3	12								
		Firm light gray silty sand	4	15								
		Loose light gray & light brown clayey sand	5	8								
		Medium consistency light gray & light brown sandy clay	6	7								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/20/18

BORING DEPTH: 10 FT.

BORING ELEV.: 11.2 FT.

DATUM:

WATER DEPTH: 10 FT.

REMARKS: WATER DEPTH IS ESTIMATED BASED ON ELEVATION

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-14

BORING LOCATION: STATION 42+67 12' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	S.P.T. N_c	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
0		5" Asphalt										
		5.5" Concrete										
		Loose dark brown & light brown silty sand w/ gravel	1	7								
			2	2		12	NP	NP		30.5		A-2-4 (0)
		Very loose dark brown & brown silty sand										
5			3	2								
			4	2								
		Very loose to loose gray silty sand										
			5	10								
		Stiff light brown & light gray sandy clay	6	9								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI_AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG:

DRILL METHOD: CORING, HAND AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/19/18

BORING DEPTH: 1.8 FT.

BORING ELEV.: 10.6 FT.

DATUM:

WATER DEPTH: NOT ENCOUNTERED

REMARKS:

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: C-6

BORING LOCATION: STATION 42+70 18' L OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	S.P.T. N_c	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
0		3.5" Asphalt 6" Concrete Brown silty sand										
		B.T. @ 1.8 FT										
5												
10												
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI_AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/20/18

BORING DEPTH: 10 FT.

BORING ELEV.: 10.9 FT.

DATUM:

WATER DEPTH: 10 FT.

REMARKS: WATER DEPTH IS ESTIMATED BASED ON ELEVATION

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-15

BORING LOCATION: STATION 43+27 6' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	S.P.T. N_c	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
0		5" Asphalt										
		6" Concrete										
		Loose dark brown silty sand w/ gravel & rubble	1	7								
		Loose brown silty sand w/ traces of gravel & rubble	2	8								
5			3	15								
			4	20								
		Firm light brown to grayish brown silty sand	5	10								
			6	11								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI_AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/21/18

BORING DEPTH: 10 FT.

BORING ELEV.: 10.3 FT.

DATUM:

WATER DEPTH: 9 FT.

REMARKS: WATER DEPTH IS ESTIMATED BASED ON ELEVATION

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-16

BORING LOCATION: STATION 47+20 7' L OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_I	S.P.T. N_C	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
0		5.5" Asphalt										
		5.5" Concrete										
			1	6								
		Loose dark brown & pale brown silty sand w/ trace of gravel	2	6		11	NP	NP		14.7		A-2-4 (0)
5			3	4								
		Very loose gray silty sand	4	2								
			5	15								
		Firm light gray silty sand										
			6	16								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI_AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/20/18

BORING DEPTH: 10 FT.

BORING ELEV.: 10.2 FT.

DATUM:

WATER DEPTH: 9 FT.

REMARKS: WATER DEPTH IS ESTIMATED BASED ON ELEVATION

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-17

BORING LOCATION: STATION 47+75 9' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	S.P.T. N_c	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
0		4" Asphalt 5" Concrete										
		Firm dark brown & light brown silty sand w/ gravel & rubble	1	24								
			2	18								
		Firm light brown fine sand w/ silt										
5			3	14								
			4	20								
		Firm to loose light brown silty sand	5	8								
			6	9								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI_AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/21/18

BORING DEPTH: 10 FT.

BORING ELEV.: 10.1 FT.

DATUM:

WATER DEPTH: 9 FT.

REMARKS: WATER DEPTH IS ESTIMATED BASED ON ELEVATION

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-18

BORING LOCATION: STATION 50+06 4' L OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_I	S.P.T. N_C	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
0		4" Asphalt										
		11" Concrete										
		Firm brown & light gray silty sand w/ trace of shell	1	12		8	NP	NP		17.9		A-2-4 (0)
			2	10								
		Loose light brown & dark brown silty sand w/ trace of gravel										
5			3	9								
			4	11								
		Firm brown to dark brown & light brown silty sand	5	16								
			6	22								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/22/18

BORING DEPTH: 10 FT.

BORING ELEV.: 8.8 FT.

DATUM:

WATER DEPTH: 7 FT.

REMARKS: WATER DEPTH IS ESTIMATED BASED ON ELEVATION

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-19

BORING LOCATION: STATION 53+76 8' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_I	S.P.T. N_C	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
0		2" Asphalt 3.5" Concrete										
		Very dense to firm dark brown & light brown silty sand	1	55								
			2	12								
			3	16								
5		Firm gray silty sand	4	20								
			5	11								
		Very loose dark gray silty, clayey sand	6	2								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI_AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/22/18

BORING DEPTH: 10 FT.

BORING ELEV.: 8.2 FT.

DATUM:

WATER DEPTH: 7 FT.

REMARKS: WATER DEPTH IS ESTIMATED BASED ON ELEVATION

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-20

BORING LOCATION: STATION 54+77 7' L OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	S.P.T. N_c	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
0		2" Asphalt 6" Concrete										
		Dense to firm dark brown silty sand w/ trace of gravel near the surface	1	35		11	NP	NP		11.7		A-2-4 (0)
			2	14								
			3	8								
5		Loose gray silty sand										
			4	8								
			5	5								
		Loose to very loose dark gray silty sand (wet)										
			6	2								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI_AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG:

DRILL METHOD: CORING, HAND AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/19/18

BORING DEPTH: 1.5 FT.

BORING ELEV.: 6.7 FT.

DATUM:

WATER DEPTH: NOT ENCOUNTERED

REMARKS:

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: C-7

BORING LOCATION: STATION 57+42 15' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_I	S.P.T. N_C	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
0		2.5" Asphalt 5" Concrete										
		Brown silty sand										
		B.T. @ 1.5 FT										
5												
10												
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOB DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI_AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/22/18

BORING DEPTH: 10 FT.

BORING ELEV.: 6.7 FT.

DATUM:

WATER DEPTH: 5 FT.

REMARKS: WATER DEPTH IS ESTIMATED BASED ON ELEVATION

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-21

BORING LOCATION: STATION 57+53 13' L OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	S.P.T. N_c	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
0		7.5" Asphalt										
		Dense dark brown silty sand w/ gravel	1	38								
		Firm dark brown & pale brown silty sand	2	18								
		Loose brown & gray clayey sand	3	6								
5			4	4		23	33	21		57.7		A-6 (9)
		Medium consistency light gray, yellowish red & yellowish brown sandy clay	5	7								
			6	4								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI_AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/22/18

BORING DEPTH: 10 FT.

BORING ELEV.: 5.1 FT.

DATUM:

WATER DEPTH: 3.5 FT.

REMARKS: WATER DEPTH IS ESTIMATED BASED ON ELEVATION

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-22

BORING LOCATION: STATION 59+82 9' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	S.P.T. N_c	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
0		2.5 Asphalt 5.5" Concrete										
		Firm dark brown silty sand w/ gravel & shells	1	20		11	NP	NP		11.8		A-1-b (0)
			2	26								
		Firm dark brown silty sand w/ trace of gravel	3	10								
5		Loose dark gray silty, clayey sand w/ trace of organics	4	6								
			5	15								
		Firm brown to dark brown silty sand w/ trace of gravel around 10 ft	6	13								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETJ AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG:

DRILL METHOD: CORING, HAND AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/19/18

BORING DEPTH: 1.5 FT.

BORING ELEV.: 4.4 FT.

DATUM:

WATER DEPTH: NOT ENCOUNTERED

REMARKS:

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: C-8

BORING LOCATION: STATION 60+75 12' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	S.P.T. N_c	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
0		3" Asphalt 3.5" Concrete Brown fine to coarse sand w/ gravel B.T. @ 1.5 FT										
5												
10												
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

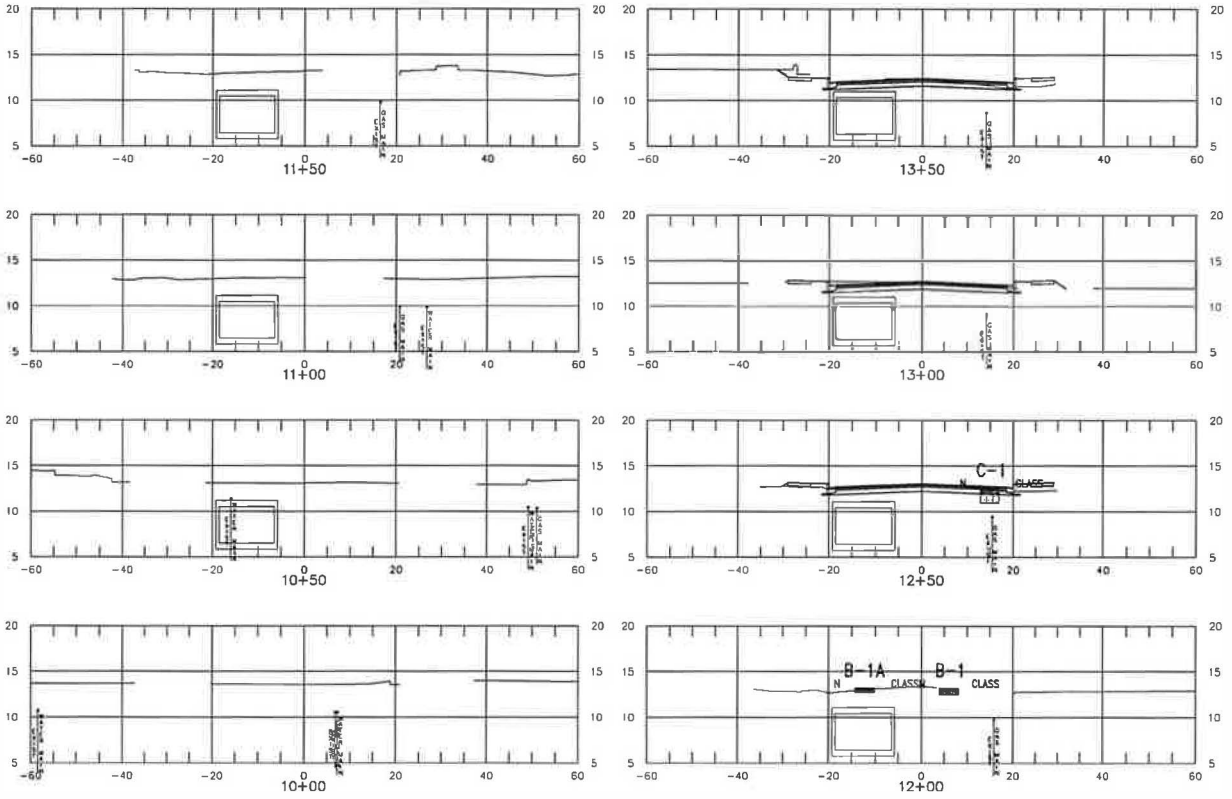
Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI ALGDT 12/27/18

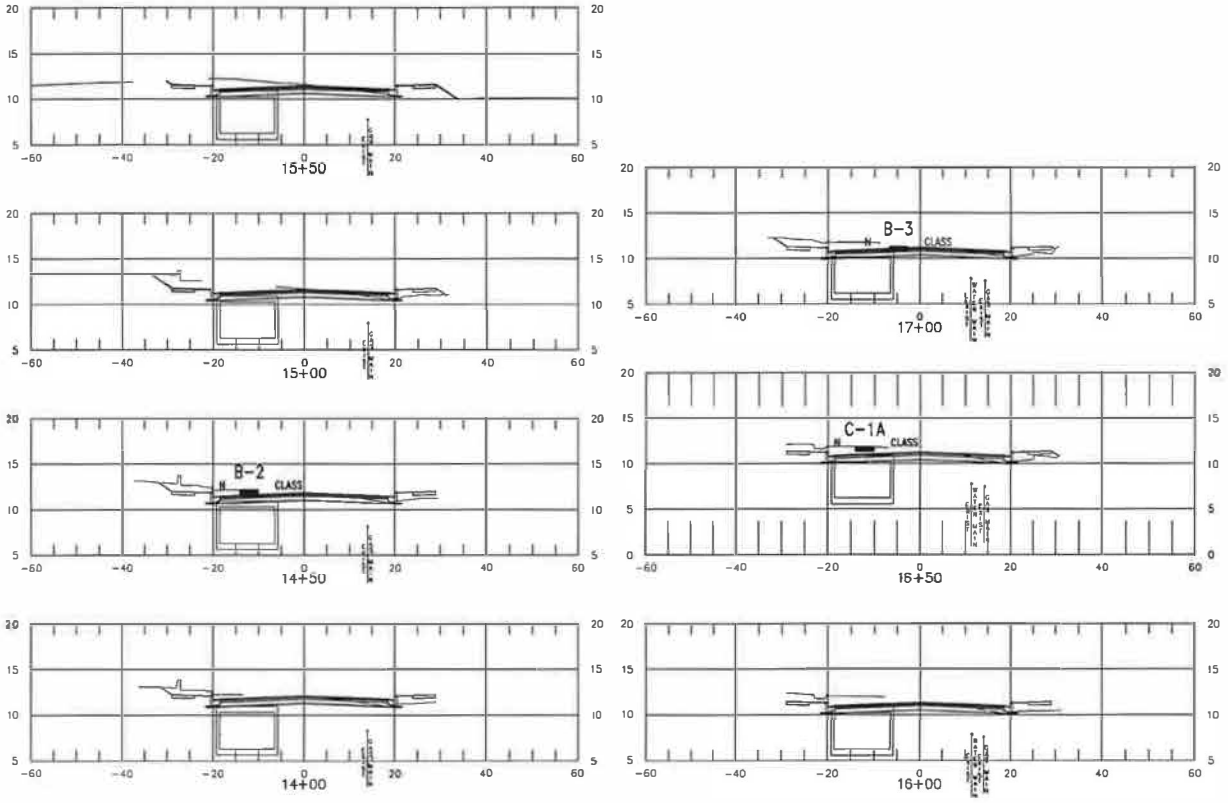
APPENDIX J

CROSS SECTIONS

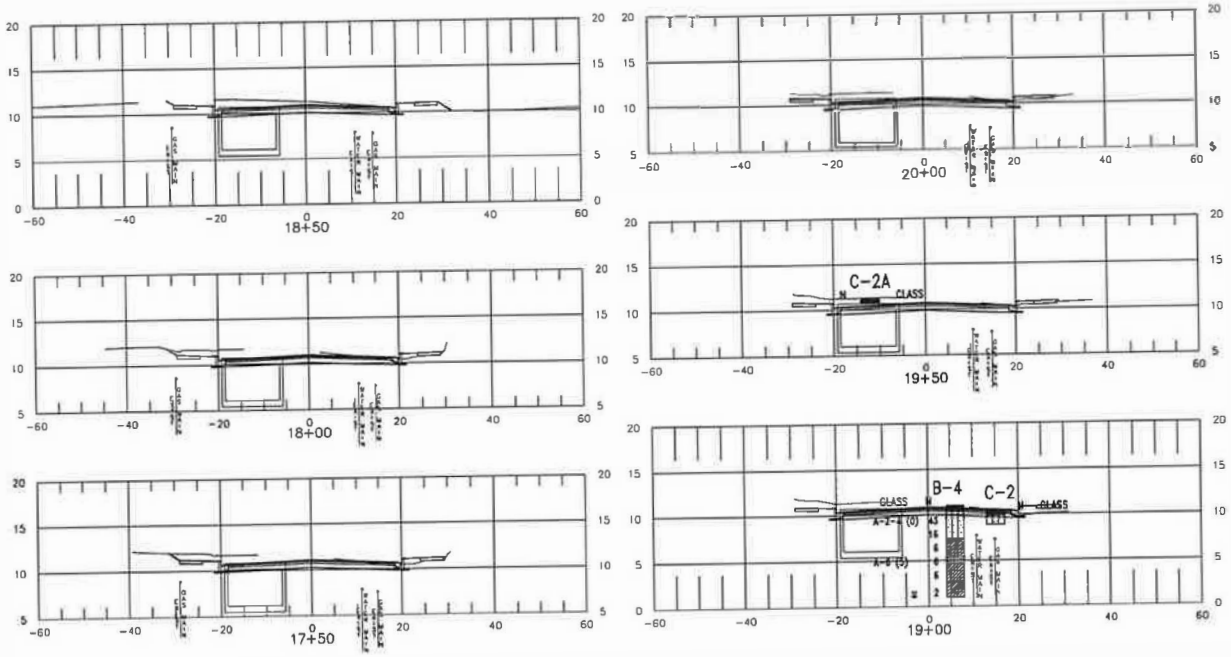
Sta. 10+00 to Sta. 13+50



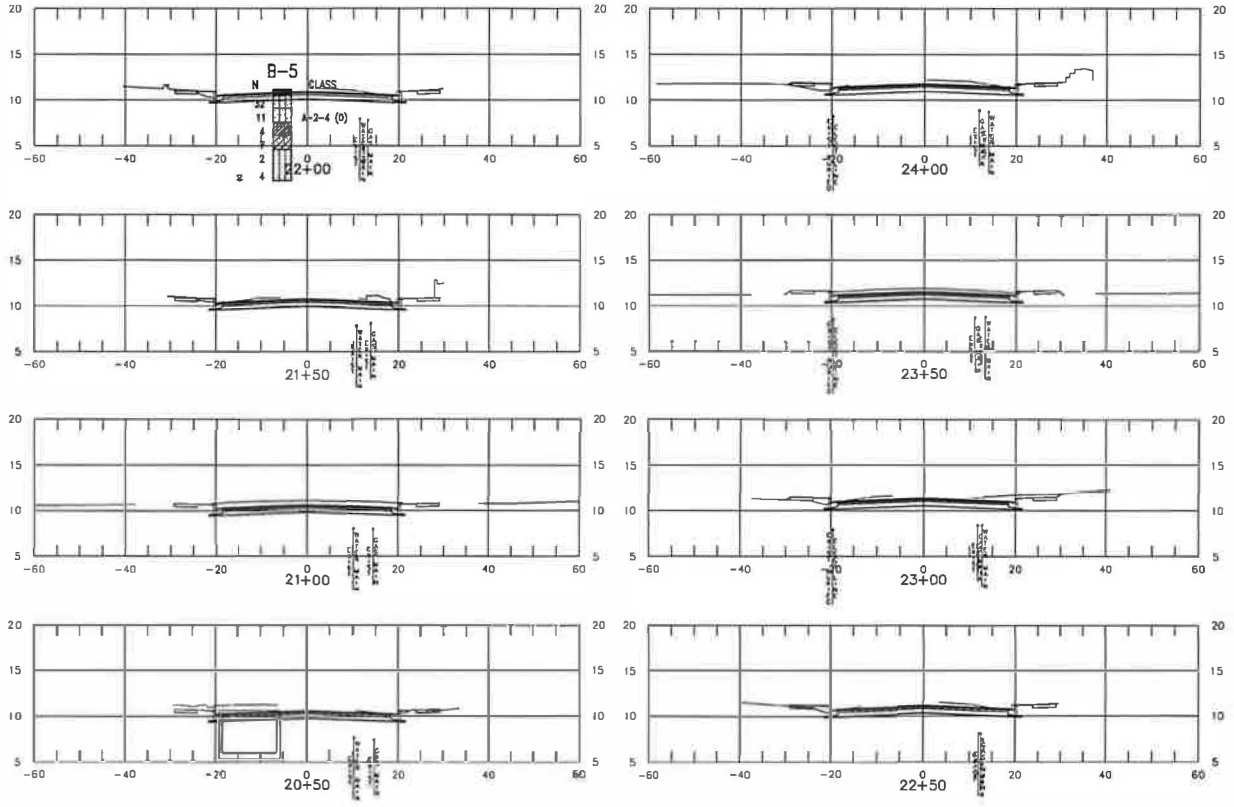
Sta. 14+00 to Sta. 17+00



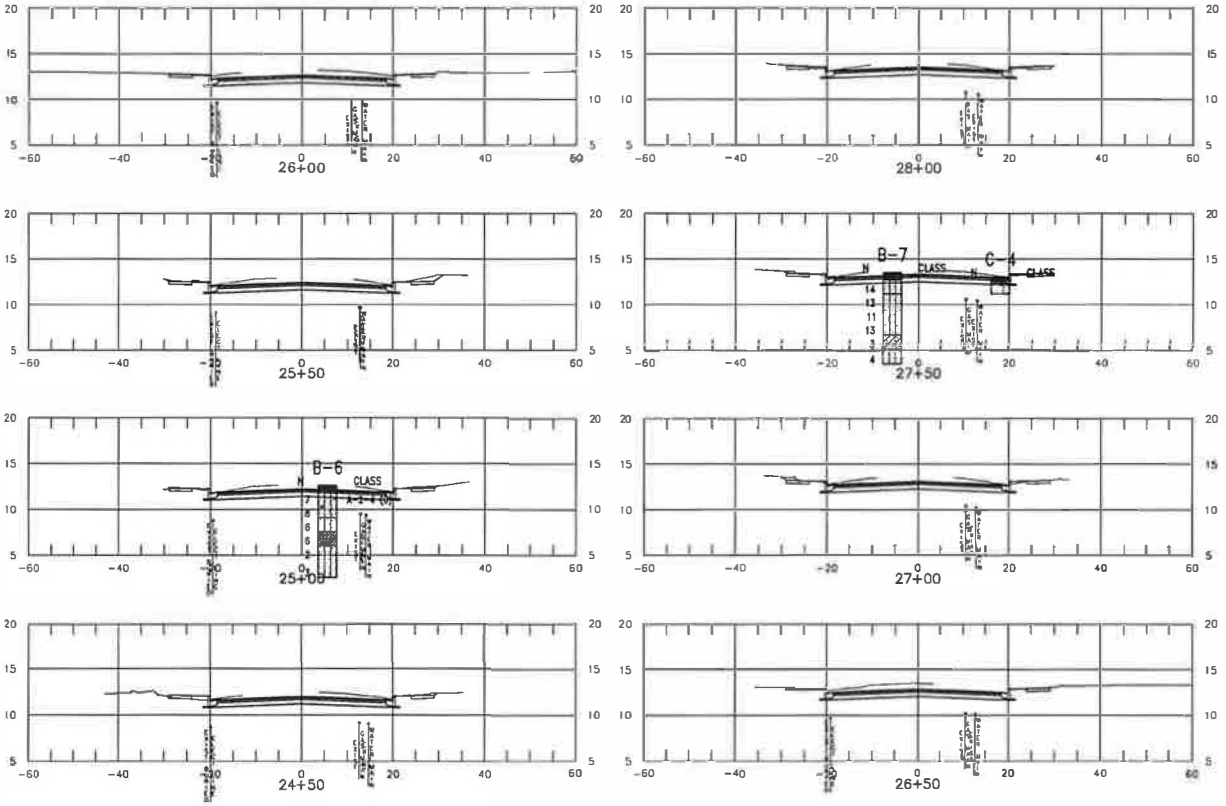
Sta. 17+50 to Sta. 20+00



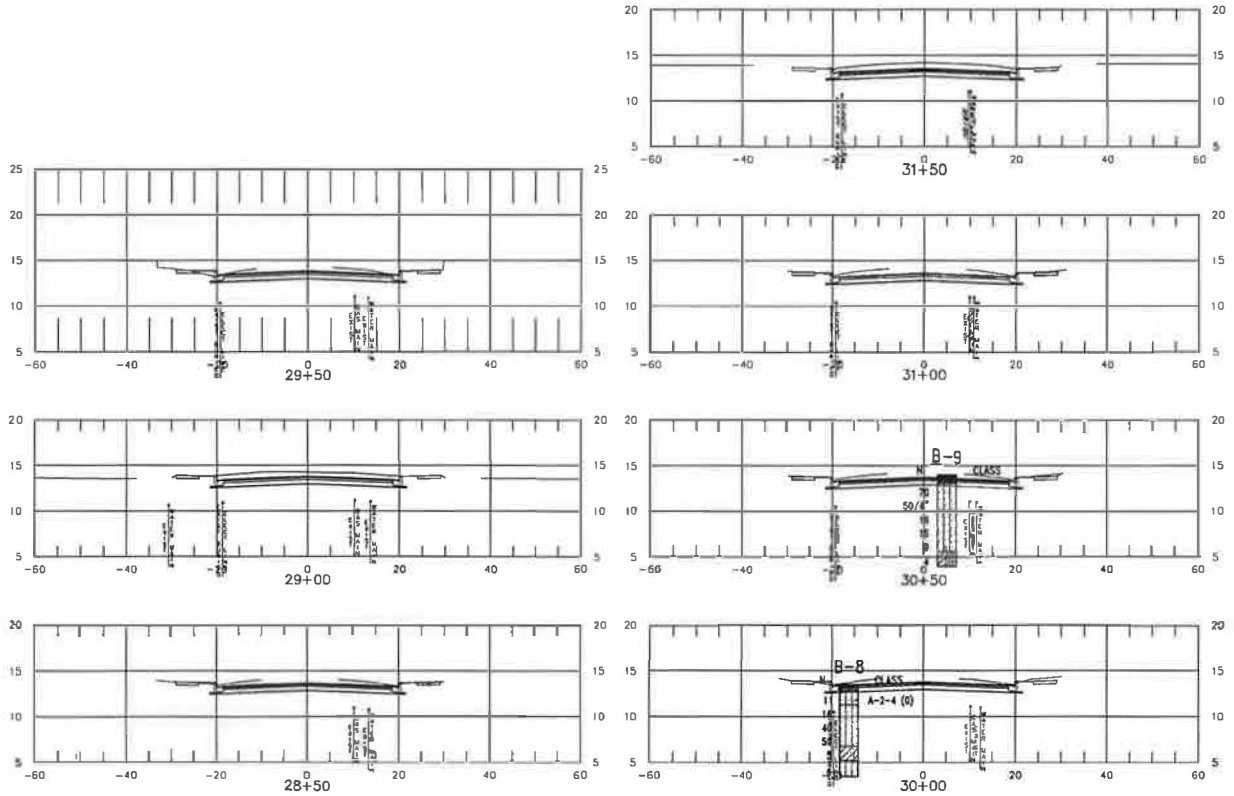
Sta. 20+50 to Sta. 24+00



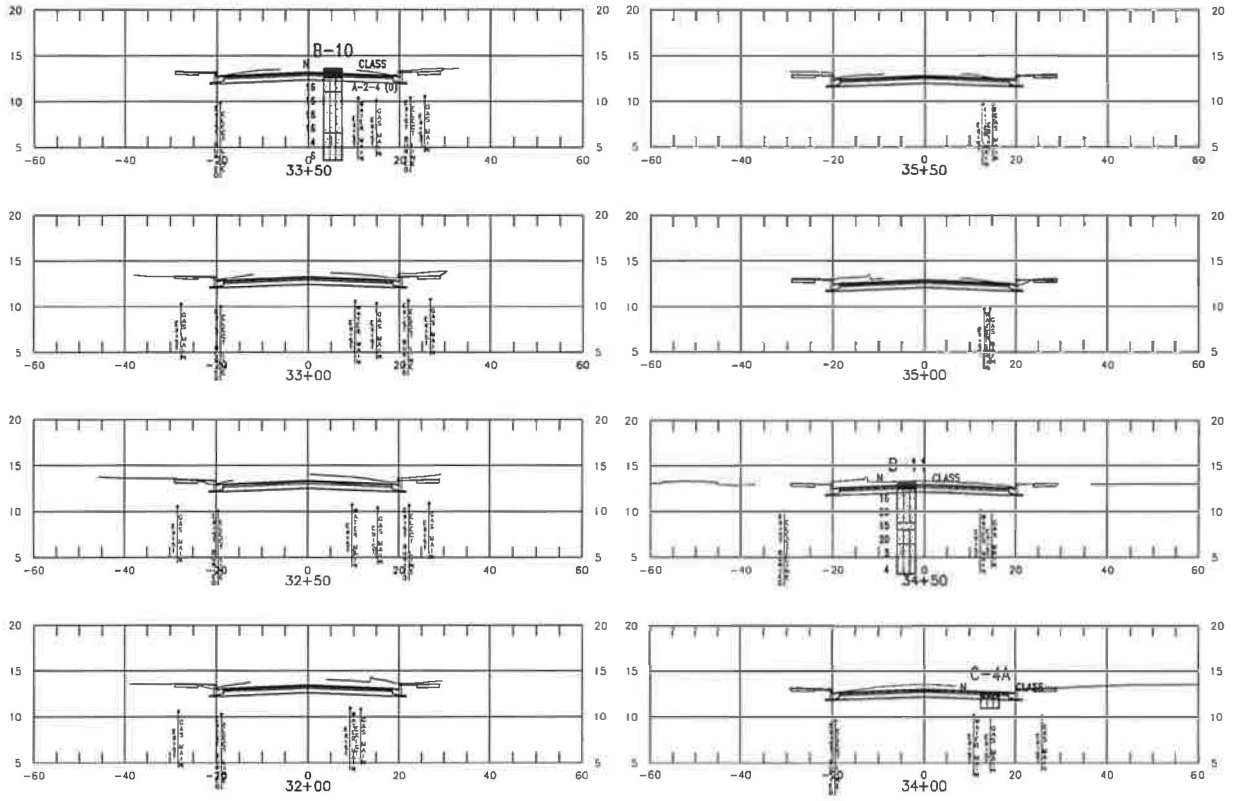
Sta. 24+50 to Sta. 28+00



Sta. 28+50 to Sta. 31+50



Sta. 32+00 to Sta. 35+50



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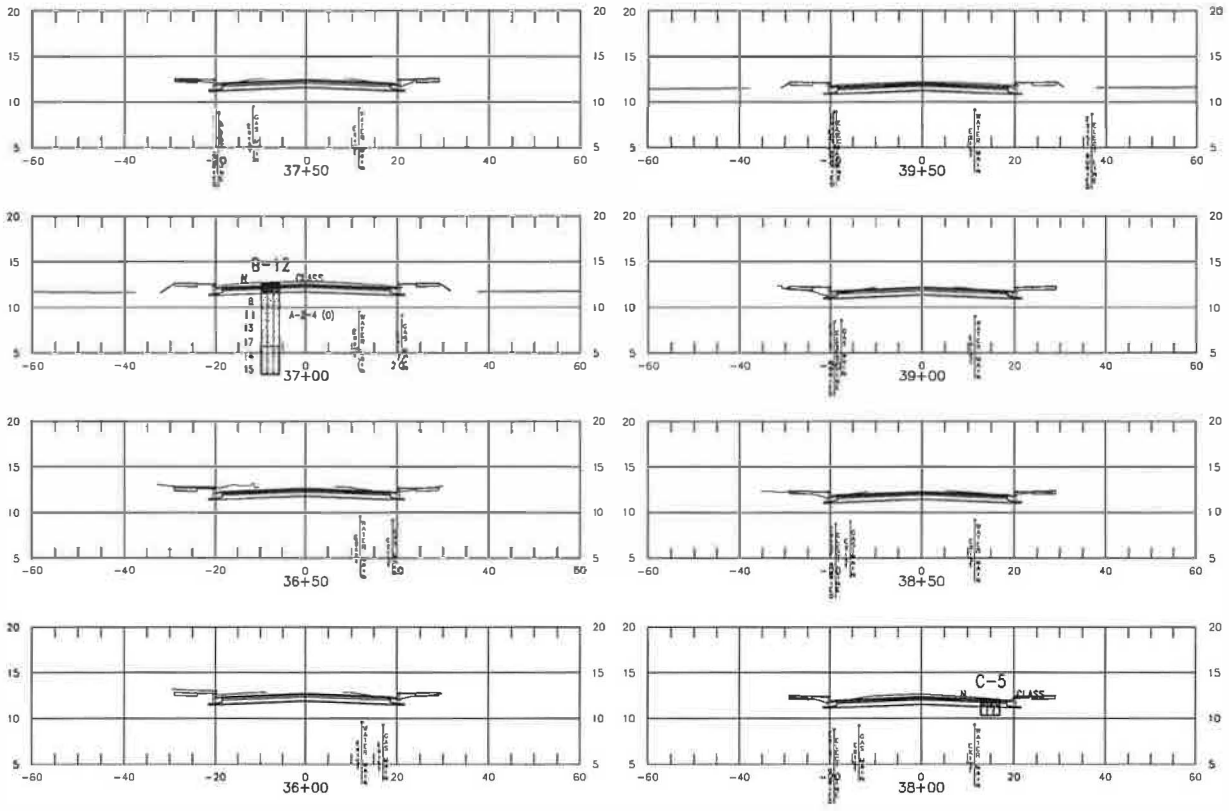
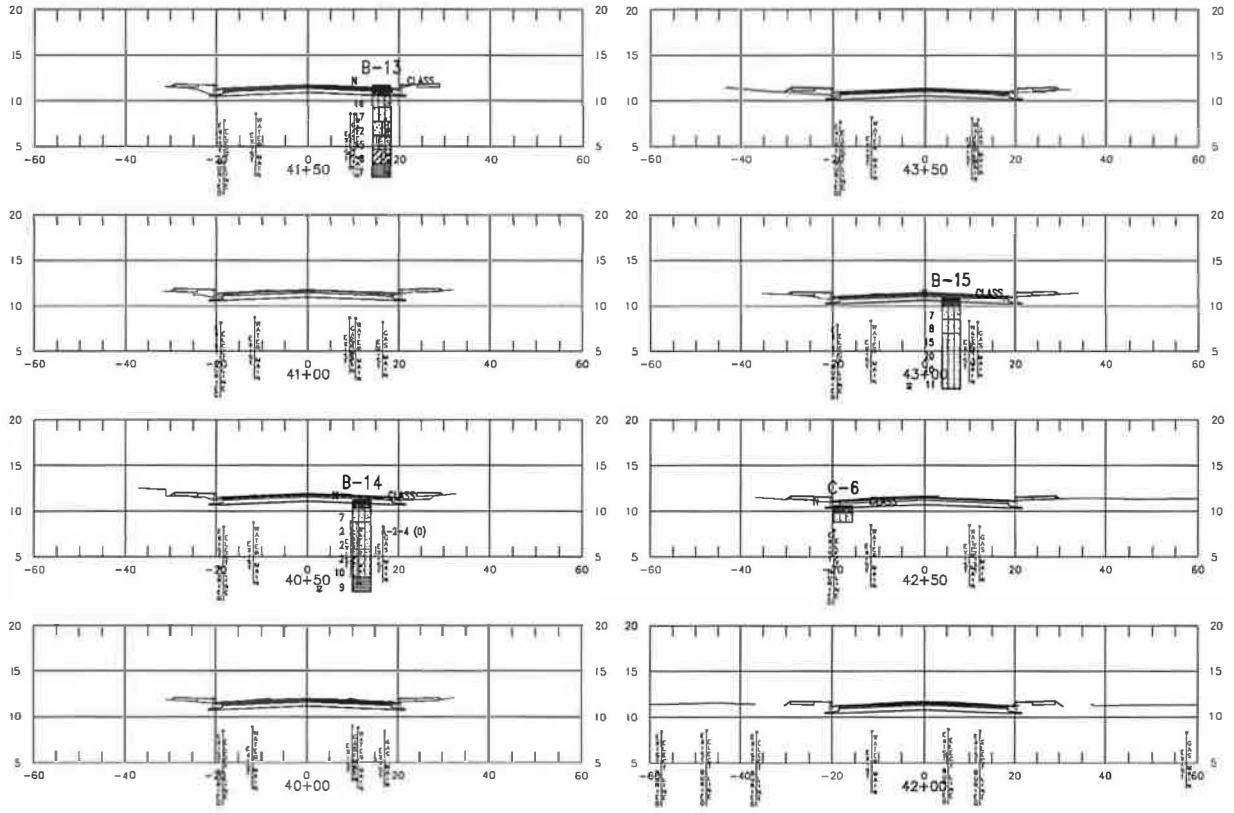


Sta. 40+00 to Sta. 43+50



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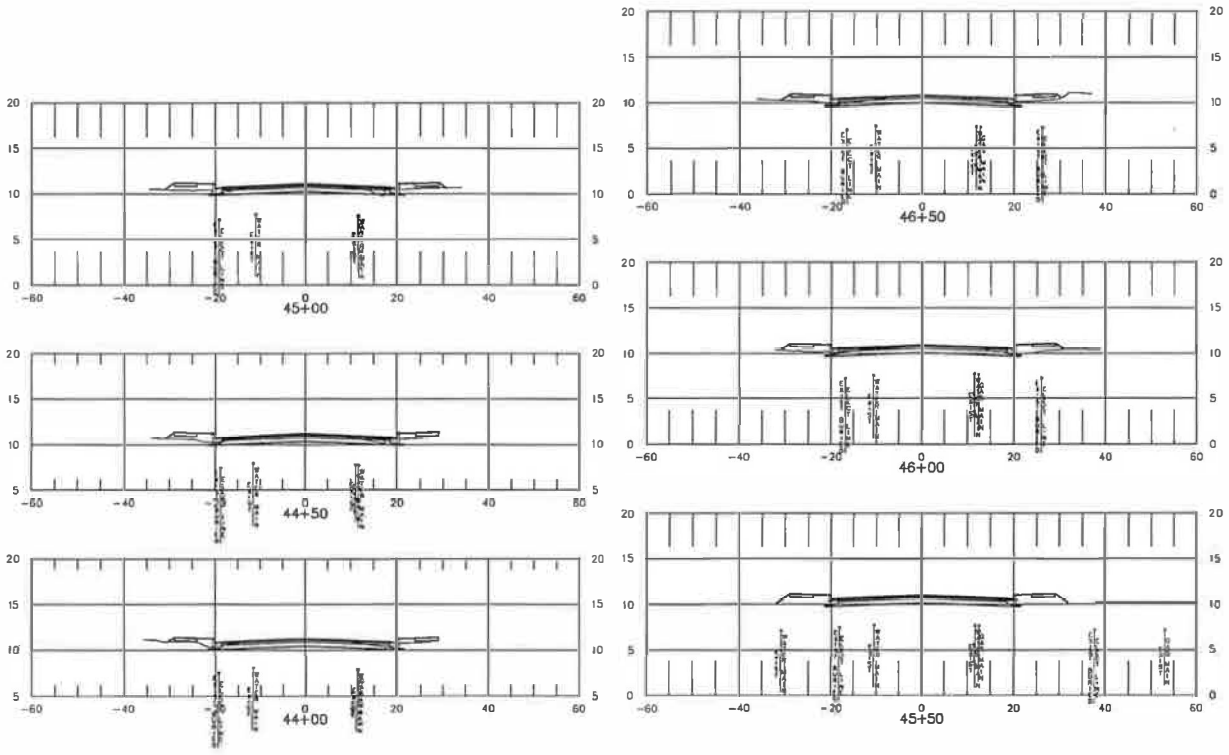

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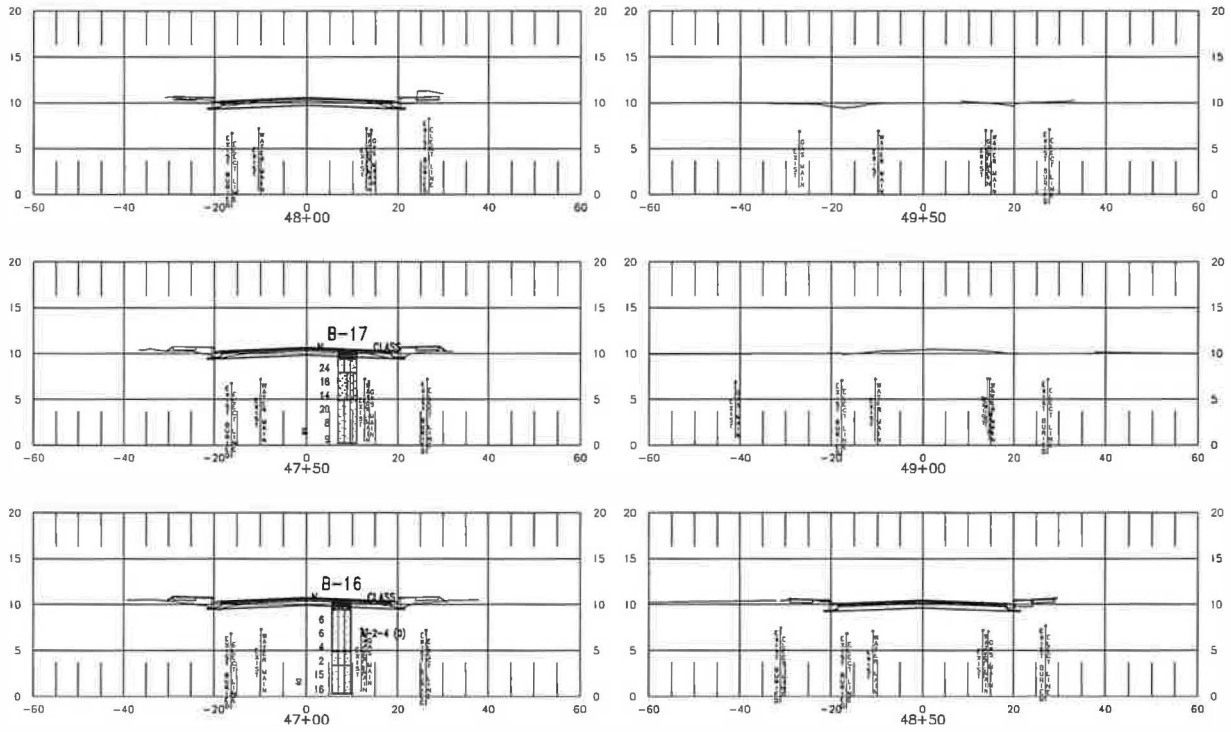

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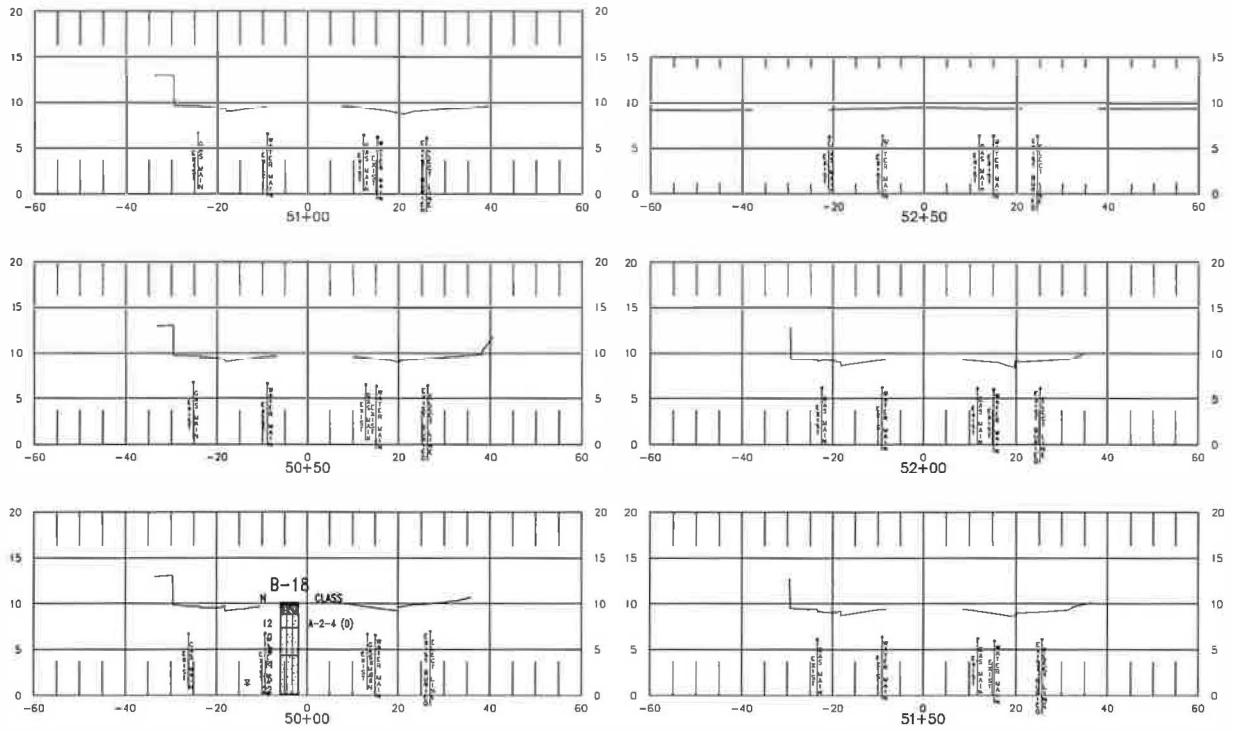

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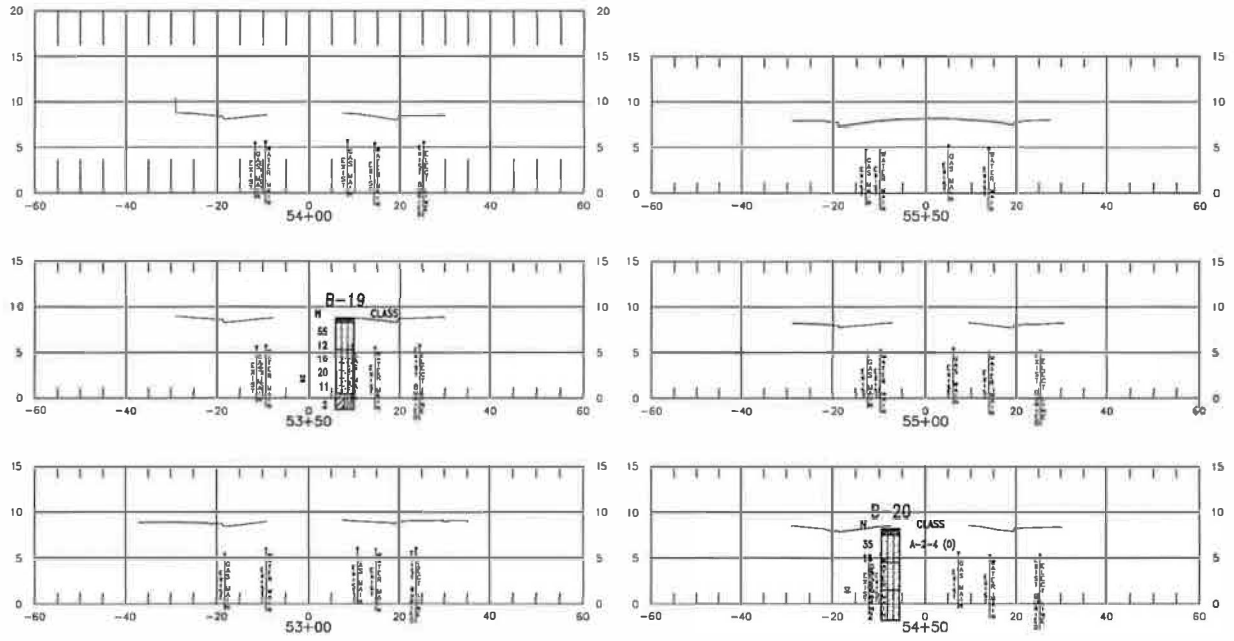

APPENDIX K

SUMMARY OF SOIL CLASSIFICATION TESTS

Boring Location Station & Offset	Boring No.	Sample ID	Depth (ft)	Water Content (%)	Atterberg Limits			% Gravel	% Sand	% Passing 200 (Hydrometer data available)		D_{50} (mm)	USCS	AASHTO Class
					LL	PL	PI			% Silt	% Clay			
STATION 19+28 6' R OF CL	B-4	1	1.1	11	NP	NP	NP	4.7	80.6	14.7		0.185	SM	A-2-4 (0)
STATION 19+28 6' R OF CL	B-4	4	5.6	25	31	12	19	0.0	51.1	48.9		0.079	SC	A-6 (5)
STATION 22+14 6' L OF CL	B-5	2	2.6	28	NP	NP	NP	2.4	79.4	18.1		0.159	SM	A-2-4 (0)
STATION 24+93 6'R OF CL	B-6	1	1.0	15	NP	NP	NP	16.7	65.9	17.4		0.233	SM	A-2-4 (0)
STATION 30+19 17' L OF CL	B-8	1	1.2	16	NP	NP	NP	9.0	77.2	13.8		0.19	SM	A-2-4 (0)
STATION 33+42 5' R OF CL	B-10	1	1.5	10	NP	NP	NP	3.3	75.2	21.5		0.164	SM	A-2-4 (0)
STATION 37+22 8' L OF CL	B-12	2	3.0	9	NP	NP	NP	0.0	82.4	17.6		0.176	SM	A-2-4 (0)
STATION 42+67 12' R OF CL	B-14	2	2.9	12	NP	NP	NP	0.2	69.3	30.5		0.144	SM	A-2-4 (0)
STATION 47+20 7' L OF CL	B-16	2	2.9	11	NP	NP	NP	5.8	79.5	14.7		0.188	SM	A-2-4 (0)
STATION 47+75 9'R OF CL	B-17		2.0	5	NP	NP	NP	0.0	86.7	13.3		0.172	SM	A-2-4 (0)
STATION 50+06 4' L OF CL	B-18	1	1.8	8	NP	NP	NP	1.6	80.6	17.9		0.168	SM	A-2-4 (0)
STATION 54+77 7' L OF CL	B-20	1	1.2	11	NP	NP	NP	13.8	74.5	11.7		0.206	SP-SM	A-2-4 (0)
STATION 57+53 13' L OF CL	B-21	4	5.6	23	33	12	21	0.0	42.3	57.7			CL	A-6 (9)
STATION 59+82 9'R OF CL	B-22	1	1.2	11	NP	NP	NP	38.9	49.3	11.8		1.178	SP-SM	A-1-b (0)

ALDOT-ARCOS_CLASS SUMMARY 8PGS LOCAL 10-18-19.GDT 11/1/19 ST. LOUIS STREET GPJ GET AV 10/1 1/7/2019

GEOTECHNICAL ENGINEERING TESTING, INC.

SOIL CLASSIFICATION SUMMARY

CLIENT:	CITY OF MOBILE
CLIENT PROJ. NUMBER:	2018-3005-19
PROJECT NAME:	2018 CIP INNOVATING ST. LOUIS ST.: MOBILE TECHNOLOGY CORRIDOR
COUNTY:	MOBILE

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 provides 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:** 6/11/2025

Name of Project: Innovating St. Louis Street: Mobile's Technology Corridor
Project Number: 2018-3005-19

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID ITEMS:	$ 367,517.50
ADDITIVE ALTERNATE #1:	$

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder McElhenney Construction Company, LLC
Mailing Address P.O. Box 1409 Theodore, AL 36590

***By (Legal Signature)**

*Name (type or print) Josh McElhenney (Seal)

*Title President

Telephone Number 251-973-0030

ATTACHMENT "H"

ALABAMA DEPARTMENT OF TRANSPORTATION (ALDOT) PROVISIONS

ALDOT SPECIAL PROVISIONS

FHWA 1273 REQUIRED CONTRACT PROVISIONS FEDERAL AID CONSTRUCTION CONTRACTS

LOCAL PUBLIC AGENCY FEDERAL-AID FUNDED PROJECTS

ALDOT SPECIAL PROVISIONS

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 8, 2017 Special Provision No. 22-FH0002

EFFECTIVE DATE: January 1,2022

SUBJECT: Title VI Assurance.

Alabama Standard Specifications, 2022 Edition, shall be revised by the addition of the following:

APPENDIX A, TITLE VI ASSURANCE to FHWA

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set for in Appendix B of 49 C.F.R. Part 21.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitation, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

(4) **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. withholding payments to the contractor under the contract until the contractor complies; and/or
b. cancelling, terminating, or suspending a contract, in whole or in part.

(6) **Incorporating of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the contractor becomes involved in, or is threatened with litigation by subcontractor, or supplier as a result of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 8, 2017 Special Provision No. 22-FH0003

EFFECTIVE DATE: January 1, 2022

SUBJECT: Non-Discrimination Statutes and Authorities.

Alabama Standard Specifications, 2022 Edition, shall be revised by the addition of the following:

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 14, 2017 Special Provision No. 22-FH0004

EFFECTIVE DATE: January 1, 2022

SUBJECT: Special Training Responsibilities of Equal Employment Opportunity Requirements

Alabama Standard Specifications, 2022 Edition, are hereby amended to include the following:

This Training Special Provision is an implementation of 23 USC 140(a).

As part of the contractor's equal opportunity affirmative action program training shall be provided as follows:

> The contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved. The number of trainee hours under this contract will be as indicated in the bidding proposal and on the plans. In the event that a contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainee hours are to be subcontracted, provided, however, that the contractor shall retain the primary provision. The contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Alabama Department of Transportation for approval the number of trainees to be trained in each selected classification and training to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work that is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuant thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Alabama Department of Transportation and the Federal Highway Administration. The Alabama Department of Transportation and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs

registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc. where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Division Office, FHWA.

Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

The contractor will be reimbursed 80 cents per hour of training given an employee on this contract is in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training hours in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Department of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

PAYMENT WILL BE MADE UNDER ITEM NUMBER:

999-000 Trainee Hours at 80 Cents Per Hour

Payment of $0.80 per hour will be made to the contractor for each hour of training completed on this project by a trainee. Progress payments on monthly estimates at $0.80 per hour for each trainee hour will be permitted, if requested by contractor.

The definition of contract item (Pay Item) as set forth in Article 101.01 of the standard specifications will not apply to this Special Provision.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 14, 2017 Special Provision No. 22-FH0005

EFFECTIVE DATE: January 1, 2022

SUBJECT: Required Contract Provision for all Federal Aid Projects for Equal Employment Opportunity

Alabama Standard Specification, 2022 Edition, are hereby amended to include the following:

In compliance with Executive Order 11246, the following Standard Federal Equal Opportunity Construction Contract Specifications shall apply:

General Requirements
(41 CPR 60-4.3)

1. As used in these specifications:
   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return. U.S. Treasury Department Form 941;
   d. "Minority" includes:
      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific islands); and
      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of $10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are as shown on Attachment No. 1. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
    a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
    b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
    c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant, and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
    d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meets its obligations.
    e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs, and apprenticeship and trainee programs, relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
    f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their co-operation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a

year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review at least annually the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CPR Part 60-3.

l. Conduct at least annually an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors, adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is

employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contract may be in violation of the Executive Order if a specific minority group of women is under-utilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of the Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Hometown Plans
(41 CFR 60-4.5)

(a) A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan: Provided, that each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan's goals and timetables. If a Contractor is not participating in an approved Hometown Plan, it shall comply with the Specifications set forth in §60-4.3 of this part and with the goals and timetables for the appropriate area as listed in the Notice required by 41 CFR 4.2 with regard to that trade. For the purposes of this part 60-4, the contractor is not participating in a Hometown Plan for a particular trade if it:
    (1) Ceases to be signatory to a Hometown Plan covering that trade;
    (2) Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
    (3) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations which are not or cease to be signatories to the same Hometown Plan for that trade;

(4) Is signatory to a Hometown Plan for that trade and is party to a collective bargaining agreement with labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
(5) Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;
(6) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.

(b) Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provisions of the Hometown Plan.

Solicitations
(41 CPR 60-4.2)

(d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of $10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part (see 41 CPR-4.2 (a)):

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as shown on Attachment No. 1.
   These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally-involved and nonfederally involved construction.
   The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Employment Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CPR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is that shown on Attachment No. 1.

Show Cause Notice
(41 CFR 60-4.8)

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive Order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Director shall issue to the contractor or subcontractor a notice to show cause which shall contain the items specified in (i) - (iv) of 41 CPR 60-2.2 (c)(1) - If the Contractor does not show good cause within 30 days, or, in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make-up goals and timetables, back pay, and seniority relief for affected class members, the compliance agency shall follow the procedure in 41 CFR 60-1.26(b) : Provided that where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings.

Attachment No. 1

Goals & Timetables
(41 CFR 60-4.2)

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

FEMALE

Area Covered – Statewide

Timetable	Trade	Goals %
Until Further Notice	All	6.9%

MINORITY

Area Covered – Etowah, Jefferson, Shelby, St. Clair & Walker Counties

Timetable	Trade	Goals %
Until Further Notice	All	24.9%

Area Covered –Autauga, Barbour, Bullock, Butler, Coffee, Coosa, Covington, Crenshaw, Dale, Dallas, Elmore, Geneva, Henry, Houston, Lowndes, Macon, Montgomery, Perry, Pike & Tallapoosa Counties

Timetable	Trade	Goals %
Until Further Notice	All	29.9%

Area Covered – Tuscaloosa County

Timetable	Trade	Goals %
Until Further Notice	All	20.6%

Area Covered – Russell County

Timetable	Trade	Goals %
Until Further Notice	All	29.6%

Area Covered – Franklin, Lawrence & Morgan Counties

Timetable	Trade	Goals %
Until Further Notice	All	11.2%

Area Covered – DeKalb & Jackson Counties

Timetable	Trade	Goals %
Until Further Notice	All	8.6%

Area Covered – Baldwin & Mobile Counties

Timetable	Trade	Goals %
Until Further Notice	All	25.9%

Area Covered – Choctaw, Clarke, Conecuh, Escambia, Marengo, Monroe, Washington & Wilcox Counties

Timetable	Trade	Goals %
Until Further Notice	All	26.4%

Area Covered – Calhoun County

Timetable	Trade	Goals %
Until Further Notice	All	14.3%

Area Covered – Bibb, Blount, Cherokee, Chilton, Clay, Cleburne, Cullman, Fayette, Greene, Hale, Lamar, Marion, Pickens, Randolph, Sumter, Talladega & Winston Counties

Timetable	Trade	Goals %
Until Further Notice	All	20.7%

Area Covered – Limestone, Madison & Marshall Counties

Timetable	Trade	Goals %
Until Further Notice	All	12.0%

Area Covered – Chambers & Lee Counties

Timetable	Trade	Goals %
Until Further Notice	All	31.6%

Area Covered – Colbert & Lauderdale Counties

Timetable	Trade	Goals %
Until Further Notice	All	11.9%

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: January 4, 2022 Special Provision No. 22-LPA-001

EFFECTIVE DATE: January 1, 2022

SUBJECT: General Provisions for Projects let by LPA (with prequalification)

Alabama Standard Specifications, 2022 Edition, shall be amended by the modification of SECTIONS 101, 102, 103, 107, 109 and 110 as follows:

SECTION 101
DEFINITION OF TERMS

101.01 Definitions

This Article (101.01) shall be amended to include the following Subarticle:

(d) LOCAL PUBLIC AGENCY

This project is being advertised, let to contract, and administered by a Local Public Agency (henceforth referred to as LPA). The LPA is the awarding authority for the contract. The work shall be under the supervision of the LPA, but subject to the inspection and approval of the proper officials of the Alabama Department of Transportation (ALDOT). Such inspection shall in no sense make ALDOT a party to this contract and will in no way interfere with the rights of the Contractor or the LPA.

All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT, the "State", the "Department" or "Highway Department", etc. shall be understood to mean the LPA for this project, except in any references made to ALDOT qualification procedures (including prequalification, disqualification, requalification), or to the LPA consulting or interacting with ALDOT, etc. All references made in the standard specifications and in other related and included documents of this proposal, to any of the representatives, employees, officials, bureaus, committees, laboratories and other facilities, physical address and contact information, etc. of ALDOT, the "State", the "Department" or "Highway Department", etc. shall be understood to mean the appropriate and applicable ALDOT or non-ALDOT person(s), parties, facilities, physical address and contact information, etc. as determined (in consultation with ALDOT personnel) and designated by the LPA for this project.

All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT or State of Alabama Highway Department manuals, lists, forms, procedures, and other TECHNICAL publications and documents (including electronic and websites), shall remain intact and in full effect for this project unless otherwise indicated in the plans and proposal.

The term "owner", as used in this proposal and its related and included documents, shall be understood to mean the LPA for this project, except in those cases where it is clear that the term "owner" is used in reference to a party other than the LPA.

SECTION 102
PROPOSAL REQUIREMENTS AND CONDITIONS

102.02 Qualification of Bidders.

This Article shall be amended by deleting Article 102.02(a) as written and the following substituted in lieu thereof:

(a) PREQUALIFICATION.

Consultants/contractors must be prequalified by ALDOT for project awards in excess of $1,000,000. Project awards less than $1,000,000.00 will not require ALDOT prequalification. For project awards in excess of $1,000,000.00, proposal forms will only be issed to prospective bidders who have qualified with the Alabama Department of Transportation and have a valid ALDOT certification of qualification. Said certification shall be the same as that which would, by State law, be required prior to bid if the project were being let to contract by ALDOT. The contract will not be awarded to a bidder who does not have such a certification in effect with ALDOT at the time of the award, even if a proposal form was issued to that bidder. All applicants for qualification shall submit to ALDOT's Office Engineer Bureau, under Oath, a complete confidential statement, equipment questionnaire, and experience questionnaire on forms that will be furnished by ALDOT upon request. To ensure sufficient time for consideration, the applicant shall properly complete and submit the forms at least 14 calendar days prior to the date of opening bids on which the applicant desires to submit proposals. Forms received at a later date, so long as they are received prior to the date and time set for the opening of the bids, will be considered whenever practicable.

If the applicant is a corporation organized in a State other than Alabama, it shall furnish a certificate from the Secretary of State showing that it is qualified to transact business in Alabama. A corporation from another State can be issued a certificate valid for award of contracts only on projects involving Federal participation, without the certificate from the Secretary of State.

A prospective bidder will not be prequalified who has a corporate officer, director, or principal owner who is a corporate officer, director, or owner of another person which is presently disqualified by ALDOT. A prospective bidder will also not be prequalified who is an affiliate of a person that is presently disqualified by ALDOT.

For the purposes of this Section, the following definitions shall apply:

- an affiliate shall be defined as any person that controls, is controlled by, or is under common control with another person.
- a person shall be defined as an individual, a corporation, a partnership, an association, a joint stock company, a trust, or any unincorporated organization.
- control shall be defined as the ownership, directly or indirectly, of 10% or more of the voting securities of a person or if the person is not a corporation, an ownership interest, directly or indirectly of 10% or more of the person.

This Article shall be further amended by deleting the first sentence of Subarticle (b) through the colon (":") as written and the following substituted in lieu thereof:

(b) DISQUALIFICATION.

ALDOT will have the right to disqualify a prospective bidder and prohibit the issuance of a proposal and/or award of a contract to that bidder, the LPA will have the right to refuse to award a contract to a bidder (even if a proposal form was issued to the bidder), and ALDOT and the LPA may each elect to consider a contractor to be disqualified from bidding on this or any

future contracts with their respective agencies, for any of the following reasons related to this or any other projects with ALDOT or this LPA:

102.03 Contents of Proposal Form.

This Article shall be amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) ADDENDA.

Minor changes, corrections, additions, and deletions to the proposal package may be put into effect by the LPA, in the form of Addenda. Prospective bidders to whom bid documents have been distributed prior to the release of respective Addenda will be notified of the Addenda by documented hand-delivery, certified or express type mail, facsimile, telegram, or other electronic media. Bidders shall acknowledge receipt of all Addenda, in writing, in the space so designated in the proposal.

102.06 Preparation of Proposal.

This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:

(a) PROPOSAL FORM.

The bidder's proposal must be submitted on the complete original proposal form furnished him by the LPA. Proposal forms are numbered serially and are not transferable. Unless otherwise provided in the proposal, joint venturers may submit a proposal for a joint venture of qualified bidders on a proposal form issued to one of them, provided each venturer has taken out a proposal and provided the proposal is signed by each co-venturer.

This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) DETAILS.

On the "CONTRACT SCHEDULE" included in the proposal form the bidder shall enter in figures a unit price and the extended amount bid (unit price X quantity) in the appropriate column for each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown. In all prices and amounts entered on the proposal form, the respective figures for dollars and cents shall be clearly separated by a single decimal. If the bidder desires to bid a fraction of a cent for the unit price, he can do so by entering up to four figures to the right of a decimal. On "lump sum" items an entry shall be shown in the amount bid column. If a bidder wishes to bid an item "free", then he shall enter "0.00" in the unit price column (if applicable) and "0.00" in the amount bid column. After all extensions are made, the bidder shall total the extended amounts of the bid items and show his total bid amount in the appropriate place on the proposal form.

Except as provided for in the following paragraph, where the "CONTRACT SCHEDULE" included in the proposal form lists alternate designs or packages (designated as "Alternates"), the bidder shall enter prices on Alternate-related items only for the Alternate which will be most economical for him to construct. All items not designated for a specific Alternate are common items for all Alternates. The bidder shall enter prices for all such common items, as well as for any items relating to the specific Alternate being bid. In the event that the bidder enters prices

for more than one of the listed Alternates (except as provided for in the paragraph below), then the bid shall be considered to be based upon the lowest-priced Alternate.

If the CONTRACT SCHEDULE lists any Alternates as "Cumulative Alternates", then each Cumulative Alternate represents items which the owner may choose to include in the contract in addition to the items included in the "Base Bid". Prior to the award of the contract, the selection of any Cumulative Alternates to be included in the contract will be made by the LPA. The selection of Cumulative Alternates (or "Base Bid" with no Cumulative Alternates) will be made cumulatively in the order that they appear on the proposal form, from Base Bid to last Cumulative Alternate, skipping no Cumulative Alternates between the Base Bid and the last chosen Cumulative Alternate. The bidder shall enter prices on ALL Cumulative Alternates. Cumulative Alternates must be bid as a positive or zero ("$0.00") amount. No deductive Cumulative Alternates will be considered. If a negative amount is entered for a Cumulative Alternate, it will be considered as a zero additive. The low bidder and contract amount will be determined based upon the total amount bid for the Base Bid plus the additive amounts bid for any selected Cumulative Alternates.

If any item on the proposal form permits a choice between alternate specified types of materials, the bidder shall indicate by a check mark the type of material he proposes to use. If more than one type or none is checked, then the owner will make the selection. Permitted choices between alternate types of materials represent an option made available to the bidder for his convenience and economy in bidding a required item, and are not to be confused with formally designated "Alternates" or "Cumulative Alternates", as discussed in the preceding two paragraphs.

All figures shall be legibly shown in ink or typed. Any interlineation, erasure, or other alteration of a figure shall be initialed by the signer of the proposal. The LPA will check the extension of each item given in the proposal and correct all errors and discrepancies. In case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price.

A pay item may be shown with a maximum allowable amount for the bid. The bidder shall enter an amount for the bid that is equal or less than the maximum allowable amount. If the bid entered is greater than the maximum allowable amount, the LPA will adjust the bid price to the maximum allowable amount for that item and recalculate the total bid amount.

A pay item may be shown with a minimum required amount for the bid. The bidder shall enter an amount for the bid that is equal to or greater than the minimum required amount. If the bid entered is less than the minimum required amount, the LPA will adjust the bid price to the minimum required amount for that item and recalculate the total bid amount.

This Article shall be further amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:

(c) SIGNING.

The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation, or by an agent of the Contractor legally qualified and acceptable to the LPA. If the proposal is made by an individual, his name and business address must be shown; by a partnership, the name and business address of each partnership member must be shown; as a joint venture, the name and business address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown.

The proposal bid bond, if bid bond is tendered, shall be properly signed by the bidder and the surety.

This Article shall be further amended by deleting Subarticle (e), COMPUTER BIDDING, in its entirety.

102.07 Irregular Proposals.

This Article shall be amended by deleting the Subarticle (a) as written and the following substituted in lieu thereof:

(a) GENERAL.

Proposals will be considered irregular and may be rejected if they contain any omissions, alteration of form, additions not called for, incomplete bids (includes failure to enter a unit bid price on a bid item or, in the case of an Alternate, the Alternate being bid by the Contractor, or on a Cumulative Alternate), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Proposals may be rejected at any time prior to the execution of the contract by the LPA.

Any bidder using the same or different names for submitting more than one proposal upon any project will be disqualified from further consideration on that project. Evidence that any bidder is interested, as a principal, in more than one proposal for work contemplated (for example bidding in a partnership, as a joint partnership or association, and as a partnership, association, or individuals) will cause the rejection of any such proposal. A bidder, however, may submit a proposal as a principal and as a Subcontractor to some other principal, or may submit a proposal as a Subcontractor to as many other principals as he desires, and by doing so will not be liable to disqualification in the intent of these Specifications.

102.08 Combination Bids.

This Article shall be amended by deleting Item 6 under Subarticle (a) as written and the following substituted in lieu thereof:

(a) COMBINATION BIDDING.

6. SUBMITTAL OF WRITTEN STATEMENT OF NOTIFICATION OF COMBINATION BID.

The bidder shall notify the LPA in writing of a bid that is being submitted as a combination bid. In order for a bid to be evaluated as a combination bid, prior to the opening of bids, the written notification must be enclosed in the sealed bid package envelopes of each bid that is being combined in a combination bid. Alternatively, it may also be transmitted to the awarding authority by facsimile. The Contractor shall be responsible for verifying that the facsimile has been received by the LPA prior to the opening of bids. The letter of notification of a combination bid shall:

- be addressed to the same LPA official as the proposal;
- describe the type of combination bid ("All or None", "Reduction in Unit Price", etc.);
- be dated no later than the date set for bid opening;
- be written on the bidder's letterhead;
- be signed by a person authorized to sign contracts for the bidder;
- contain a list of the project numbers included in the proposed combination bid.

This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) PROJECT LET BY LPA.

Combination bids will not be accepted on any project or projects let by a LPA unless it is in combination with, and only with, other project(s) being let at the same time (bids due at the same exact time) by the same LPA.

102.10 Delivery of Proposals.

This Article shall be amended by deleting Article 102.10 as written and the following substituted in lieu thereof:

Each proposal for each contract shall be placed, together with the proposal guaranty, in a sealed envelope on the outside of which is written in large letters "Proposals for Highway Work" or "Bid Proposal", and so marked as to indicate the project number, the name of the LPA (city, county, university, etc.), the town or city in which the work is located or, if not in a town or city, the name of the county in which the work is located, and the name of the bidder. Proposals will be received by the LPA at the location stated in the Notice to Contractors, until the hour and date set therein for the opening of bids. No proposal will be considered which has not been received prior to the hour and date set for the opening of bids. Proposals received after that time will be returned.

102.11 Withdrawal or Revision of Proposals.

This Article shall be amended by deleting Article 102.11 as written and the following substituted in lieu thereof:

A bidder may withdraw or revise a proposal after it has been deposited with the LPA, provided the request for such is received by the LPA in writing, or by facsimile or telegram before the time set for opening proposals. The request must bear the same signature(s) which the bidder has affixed to the proposal. No proposal may be modified or corrected after the time set for opening such proposals.

Withdrawal of proposals after bid opening will be permitted without forfeiture of bid guaranty only as provided for by, and when evidence of a mistake is furnished in accordance with, Section 39-2-11(d), Code of Alabama, 1975. Such evidence of mistake must be furnished no later than three working days after the opening of bids. Upon such withdrawal without forfeiture, the bidder shall be prohibited from (1) doing any work on the contract, either as a subcontractor or in any other capacity, and (2) bidding on the same project if it is readvertised for letting.

102.13 Multiple Bids.

This Article (102.13) shall be deleted in its entirety.

SECTION 103
AWARD AND EXECUTION OF CONTRACT

103.02 Award of Contract.

This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:

(a) GENERAL.

The award of contract, if to be awarded, will be made within 30 calendar days after opening of proposals to the lowest responsible and responsive bidder whose proposals comply with the requirements of Section 102 and the invitation to bid (Notice to Contractors). Should no award by made within 30 days, all proposals will be rejected unless the successful bidder agrees in writing to a stipulated extension in the time limit for award. The successful bidder will be notified by telegram, confirmed facsimile, or letter mailed to the address shown on the proposal that his bid has been accepted and that he has been awarded the contract.

After the opening of bids, the award of the contract to the low bidder will be contingent upon said low bidder's possession of a valid certification of qualification in accordance with Article 102.02. On work involving Federal funds, the award of the contract to the low bidder will also be contingent upon said low bidder obtaining a license from the State Licensing Board for General Contractors in accordance with the existing State laws.

SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.21 Stormwater Management.

This Article shall be amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:

(c) NPDES NOTICE OF INTENT.

A "Notice of Intent" (NOI) is an application filed with ADEM requesting NPDES registration. If an NOI has been filed or is required for the project site, the LPA will be the OWNER of record with ADEM for the NOI. The Contractor shall be the OPERATOR and shall comply with all requirements of the NOI.

A Project Note will be shown on the plans to indicate whether or not an NOI has been filed with ADEM for the project. If an NOI has been filed, the note may also provide information regarding the availability of a Construction Best Management Practices Plan (CBMPP) for the project. If an NOI has not been filed, the note may further indicate that the Contractor is required to file an NOI at his own expense.

The Contractor shall be responsible for filing all NOI's required by ADEM on all material pits, waste areas, plant sites, haul roads, and other off-site areas used by him to construct the project. For each area requiring an NOI to be filed, a copy of written acknowledgement from ADEM verifying that a complete NOI has been filed shall be forwarded to the LPA before ground is disturbed in that area.

SECTION 109
MEASUREMENT AND PAYMENT

109.12 Final Payment

This Article shall be amended by deleting the last sentence of Subarticle (c) as written and the following substituted in lieu thereof:

(c) FINAL ESTIMATE DOCUMENTATION.

Failure by the Contractor to furnish any of the above documentation may be cause for either or both, the owner and/or ALDOT, to consider the Contractor to be disqualified from future bidding and contract awards, as per Article 102.02.

SECTION 110
CLAIMS

110.04 Claims Process.

This Article shall be amended by deleting Article 110.04 as written and the following substituted in lieu thereof:

(a) GENERAL.

After the work has been completed on the disputed item(s) of work, the Contractor shall have 90 calendar days to submit his claim. Any claim not submitted within this 90 calendar day period is waived. The Contractor shall submit six copies of the claim, containing the required documentation listed in Article 110.03, to the LPA. Once the claim is received, the LPA will review the claim submittal in accordance with its local policies and procedures.

(b) PARTICIPATION AND REVIEW BY ALDOT.

If the LPA desires for ALDOT to participate in the possible funding of the Contractor's claim, provided the claim is determined to be valid and funding is available, the LPA shall notify ALDOT of the Contractor's notice of intent to file a claim, and any meetings, hearings, etc. In addition, the LPA shall provide a copy of the Contractor's claim when it is submitted, and then the LPA's written response based on their review. Failure of the LPA to notify ALDOT of the notice of intent and any associated meetings and submittals shall constitute a waiver by the LPA for any possible funding by ALDOT.

The claim and the LPA's response will be reviewed by the Region Engineer within 30 calendar days after the LPA has submitted it to the administering Region. The Region Engineer will review the claim and prepare a recommendation for ALDOT's level of funding participation. The Region Engineer's recommendation will be reviewed by the chairman of ALDOT's Claims Committee, and a response provided back to the Region within 30 calendar days. The review and response by the Region Engineer and chairman of the Claims Committee in the amount of ALDOT funding for the claim shall be final, non-appealable and not subject to judicial or other review. Their decision is binding with the LPA.

Even if the claim is determined to be valid, ALDOT's level of funding will be based on the amount of monies remaining in the project agreement with the LPA.

110.06 Auditing of Claims.

This Article shall be amended by deleting the first paragraph and the following substituted in lieu thereof:

All claims submitted by the LPA to ALDOT shall be subject to audit by the Department's External Auditor at any time following the filing of such claim. The audit may begin on ten day's notice to the LPA, Contractor, Subcontractor, or Supplier. The LPA, Contractor, Subcontractor, or Supplier shall cooperate with the auditors. Failure of the LPA, Contractor, Subcontractor, or Supplier to maintain and retain sufficient records to allow the Department's auditor to verify the

claim shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 30, 2023 Special Provision No. 22-LPA-002(2)

EFFECTIVE DATE: September 5, 2023

SUBJECT: Acceptance for Projects let by LPA

Alabama Standard Specifications, 2022 Edition, shall be amended by the modification of SECTION 105 as follows:

SECTION 105
CONTROL OF WORK

105.15 Acceptance.

This Article shall be amended by deleting Article 105.15 as written and the following substituted in lieu thereof:

(a) CONSTRUCTION ACCEPTANCE INSPECTION.

Whenever the LPA considers the work provided for and contemplated by the contract is nearing completion, or within two weeks of written notice of presumptive completion of the entire project by the Contractor, the LPA and all pertinent personnel (its representatives, ALDOT Region, FHWA) will inspect all work in the contract. The Contractor should not presume completion of the entire project until permanent vegetation is established. If the LPA finds that the work has not been satisfactorily completed at the time of the inspection, the Contractor will be advised in writing as to the work to be done or the particular defects to be remedied to place the work in condition for acceptance for maintenance purposes. The Contractor will have a maximum of four weeks to correct and complete the items listed. Time charges should resume if the work is not completed in the four weeks.

(b) PARTIAL ACCEPTANCE FOR MAINTENANCE.

When requested by the Contractor in writing, the LPA may consider accepting a portion of the contract for maintenance prior to all items of work being completed. This will apply to vegetation establishment being restricted by seasonal limitations and all other contract items of work are complete. Once a satisfactory application of seed prescribed by the tables in Section 860 for Fall or Winter has been completed, time charges may be suspended or extended based on seasonal limitations in accordance with 108.07(c) or 108.09. Time charges should resume based on the first available date in the Spring to apply permanent vegetation as shown in the seed mix tables.

The LPA, with concurrence from ALDOT, will notify the contractor that they will assume maintenance of specific items or operations of work and will also indicate which items are not accepted. The partial acceptance letter to the contractor should also detail the disposition of time charges as indicated in the paragraph above.

Additional costs for completing the remaining items of work as a consequence of a partial acceptance such as traffic control and remobilization shall be borne by the Contractor. Partial acceptance shall in no way void or alter any terms of the contract.

Once the permanent vegetation has been satisfactorily established and any other pending item of work is completed, the LPA will accept the remaining items of work and assume maintenance of the project henceforth.

(c) FINAL ACCEPTANCE.

1. GENERAL.

Upon due notice from the Contractor upon presumptive completion of the remaining items of work in Subarticles (a) and (b) above, the LPA and all pertinent personnel will make an inspection. If all construction provided for and contemplated by the contract is satisfactorily completed, that inspection shall constitute the final inspection.

2. VEGETATION BONDS.

When directed by the LPA, the Contractor shall provide a vegetation bond covering sustained growth of established or planted vegetation. The bond shall be of sufficient value to cover all costs associated with the replanting or reestablishment of the vegetation should it become necessary. The dollar amount of the bond shall cover all costs for the labor, materials, and equipment required for traffic control, temporary erosion and sediment control, and permanent vegetation establishment. The period of time covered by the bond will not be required to be greater than 12 months unless shown otherwise on the plans. Vegetation bonds should not be used as a substitute for established vegetation of a permanent species.

3. ACCEPTANCE FOR MAINTENANCE.

Upon satisfactory completion of the work as noted in Item 105.15(c)1. above, the LPA will notify ALDOT that the contractor has completed all work required by the contract. After ALDOT has concurred with the LPA's recommendation, the LPA will advise the Contractor in writing that the work has been accepted and the LPA will assume the maintenance thereof subject to the "record check" of materials and workmanship.

4. NPDES TERMINATION.

Within 10 days of Acceptance for Maintenance, the LPA will requests NPDES Permit Termination as outlined in Subarticle 107.21(d). The Contractor shall be responsible for stormwater runoff control on the project until the NPDES Permit is terminated or 30 calendar days after the LPA's request for termination has been processed, whichever is less. The Contractor is also responsible for correcting problems associated with onsite erosion and off site sedimentation deposition during this time.

5. CONTRACTOR'S ADVERTISEMENT OF COMPLETION.

The Contractor, immediately after receiving Notice of Acceptance for Maintenance, shall give notice of said completion by an advertisement for a period of three successive weeks using one or more of the following methods:

a. In a newspaper of general circulation in the county or counties in which the work, or some portion therof, has been done.
b. On a website that is maintained by a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
c. If a newspaper is not published in the county where work is done, the notice may be given by posting at the courthouse for 30 days and proof of the posting of the notice shall be given by the contractor.

A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher or website owner and a printed copy of the notice published.

In cases where contractors are performing contracts of less than one hundred thousand dollars ($100,000) in amount, the contractor is not required to give notice of completion as stated above.

6. WRITTEN NOTICE OF FINAL ACCEPTANCE.

After completion of all requirements noted in this Article and Article 109.12, the LPA will process the Final Estimate for payment. At this time, the LPA will give the contractor written notice that the project is completed, and will specify that date as Final Acceptance.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: November 15, 2021 GASP No. 22-GA0001

EFFECTIVE DATE: January 1, 2022

SUBJECT: Award and Execution of Contract (State Projects Only).

Alabama Standard Specifications, 2022 Edition, SECTION 103 shall be amended as follows:

SECTION 103
AWARD AND EXECUTION OF CONTRACT

103.02 Award of Contract.

(a) General.

This Subarticle shall be amended to include the following:

In the letting of public contracts in which any state, county or municipal funds are utilized, except those contracts funded in whole or in part with funds received from a federal agency, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public contracts only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances; and resident contractors in Alabama, as defined in Section 39-2-12, Code of Alabama 1975, be they corporate, individuals or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident."

Nonresident bidders must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in such nonresidents bidders' state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts."

A non-resident contractor shall provide a letter as noted above attached to each bid submitted. This letter shall be addressed to the Transportation Director and be dated no earlier than four (4) weeks prior to the date of bid opening. At least one original shall be provided for each letting; machine copies will be acceptable if more than one bid is submitted. Failure to comply with the provisions of this Special Provision shall cause the bid to be rejected.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: November 10, 2021 GASP No. 22-GA0002

EFFECTIVE DATE: January 1, 2022

SUBJECT: Procurement Time.

Alabama Standard Specifications, 2022 Edition, SECTION 108 shall be amended as follows:

SECTION 108
PROSECUTION AND PROGRESS

108.02 Notice to Proceed.

Subarticle 108.02(b) shall be replaced by the following:

(b) Time of Beginning Work.

Unless otherwise directed in writing by the Engineer, the Contractor will be expected to begin work within **180 calendar days** after issuance of the notice to proceed. This extended period is to allow ample time for engineering, design, submittal data processing, fabrication, and procurement of required materials.

108.08 Determination of Contract Time.

Subarticle 108.08(b) shall be replaced by the following:

(b) Beginning and End of Contract Time.

Contract time charges shall begin when the Contractor begins work on a pay item or incidental work that will interfere with traffic, but in no case later than **180 calendar days** after date of issuance of the notice to proceed. Time charges shall end upon satisfactory completion of all pay items in the contract.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: November 15, 2021 GASP No. 22-GA0003

EFFECTIVE DATE: January 1, 2022

SUBJECT: Early Award.

Alabama Standard Specifications, 2022 Edition, SECTIONS 103 and 108 shall be amended as follows:

SECTION 103
AWARD AND EXECUTION OF CONTRACT

103.02 Award of Contract.

(a) General.

Subarticle 103.02 (a) shall be replaced by the following:

(a) General.

After opening of proposals, the award of the contract to the lowest responsible and responsive bidder whose proposals comply with the requirements of Section 102 and the invitation to bid (Notice to Contractors) will be made within the following number of days:

- **10 calendar days** for contracts that do not have a race conscious DBE goal (0 % DBE) or;
- **15 calendar days** for contracts that have a race conscious DBE goal (designated % DBE).

Should no award be made within the allowed calendar day time period, all proposals will be rejected unless the successful bidder agrees in writing to a stipulated extension in the time limit for award. The successful bidder will be notified by telegram, confirmed facsimile, or letter mailed to the address shown on his proposal that his bid has been accepted and that he has been awarded the contract.

After the opening of bids on work involving Federal funds, the award of the contract to the low bidder will be contingent upon said low bidder obtaining a license from the State Licensing Board for General Contractors in accordance with the existing State laws.

103.05 Requirements of Contract Bonds.

(a) Performance Bond.

Subarticle 103.05(a) shall be replaced by the following:

(a) Performance Bond.

The bidder to whom the award is made shall, within **5 calendar days** after the prescribed forms have been presented to him for signature (i.e. after date of award), furnish and file with the Transportation Director an acceptable surety bond on the form included in the proposal in an amount equal to 100 percent of the contract bid price of the contract as awarded. Said bond shall be furnished by a surety company qualified and authorized to make such bonds in the State of Alabama, and countersigned by an authorized agent resident in the State who is qualified to execute such instruments. The bond shall have attached thereto power of attorney of the signing official unless such power of attorney is already on file in the office of the Department. In case of default on the part of the Contractor, all expense incident to ascertaining and collecting losses suffered by the State under the bond, including engineering, direct administration, and legal services, shall be charged against the contract bond for performance of the work.

(b) Labor, Materials, Services, Insurance, Feed Stuffs, or Supplies Bond.

Subarticle 103.05 (b) shall be replaced by the following:

(b) Labor, Materials, Services, Insurance, Feed Stuffs, or Supplies Bond.

In addition thereto, the bidder to whom the award is made shall, within the same **5 calendar days**, execute and file with the Director an acceptable surety bond payable to the State in an amount not less than 100 percent of the contract bid price, with the obligation that the Contractor shall promptly make payment to all persons furnishing him or them with labor, materials, feed stuffs, services, insurance, bond, or supplies for or in the prosecution of the work, and for the payment of reasonable attorneys fees, incurred by successful claimants or plaintiffs in suits on said bond.

103.06 Execution of Contract.

Article 103.06 shall be replaced by the following:

103.06 Execution of Contract.

The contract shall be executed by the bidder to whom award is made, on the form included in the proposal, and returned to the Director with satisfactory contract bonds within **5 calendar days** after the prescribed forms have been presented to him for signature (i.e. after date of award). Should extenuating circumstances prevail, the Director may grant an extension in time not exceeding **5 calendar days** for the return of the contract and bonds as provided herein and in Article 103.05.

103.07 Approval of Contract.

Article 103.07 shall be replaced by the following:

103.07 Approval of Contract.

A period of 20 calendar days will be allowed for execution of the contract by the Director and approval of same by the Governor, after its presentation by the successful bidder, unless the successful bidder agrees in writing to a longer period. No contract is binding upon the State until it has been executed by the Director and approved by the Governor of the State. The date of the final execution of the contract shall be the date on which it is signed by the Governor.

SECTION 108
PROSECUTION AND PROGRESS

108.02 Notice to Proceed.

Article 108.02 shall be replaced by the following:

108.02 Notice to Proceed.

(a) General.

A notice to proceed shall be issued by the Engineer within **5 calendar days** after final execution of the contract by the Director and approval by the Governor, unless both parties agree in writing to a stipulated extension in time for the issuance of a notice to proceed. Unless the Contractor is otherwise notified in writing, it shall be understood that the mailing or the delivery to the Contractor or his authorized agent, of a copy of the executed and approved contract and bonds or the mailing of written notice by the Engineer or receipt of telegraphic notice from the Engineer, that the contract has been approved by the Governor, shall constitute the notice to proceed. If the Contractor is notified in writing that none of the above shall constitute notice to proceed, he shall not commence work until receipt of a written notice to proceed signed by the Engineer.

(b) Beginning and End of Contract Time Charges.

Contract time charges will begin when the Contractor begins work on a pay item or on incidental work that will interfere with traffic, but in no case later than **10 calendar days** after issuance of notice to proceed. Time charges will end upon satisfactory completion of all pay items in the contract.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: September 8, 2022 GASP No. 22-GA0008

EFFECTIVE DATE: May 1, 2023

SUBJECT: Asphalt Pavement

Alabama Standard Specifications, 2022 Edition, SECTION 106, SECTION 401, SECTION 410, SECTION 420, SECTION 423, SECTION 424, and SECTION 804 shall be revised as follows:

SECTION 106
CONTROL OF MATERIALS

106.09 Quality Control and Quality Assurance (QC/QA) Requirements for Hot Mix Asphalt (HMA) Pavement.

(b) Quality control.

The following note shall be added after Table I and will apply to all types of asphalt mixes.

Note: For asphalt paving jobs that are 1000 feet or less in length, such as those at bridge or culvert replacements, the Contractor, as part of his QC plan, shall establish a rolling pattern using the nondestructive testing devices approved in Section 306 of the Specifications. The device shall either be calibrated to roadway cores or gage counts and shall be used to determine the rolling pattern producing maximum density. Contractor QC personnel shall be on site throughout each day to perform periodic checks and verify that the rolling pattern continually produces the maximum density that is achievable.

(c) Quality Assurance.

4. Testing and Lot Verification.

Item 106.09(c)4 shall be replaced by the following:

4. Testing and Lot Verification.

Air voids shall be computed on the Contractor's sample by using the running average of the Contractor's last four maximum specific gravities and the individual bulk specific gravity. If slag is used as an aggregate in the mixture, the running average of the Contractor's four most recent determinations for the bulk specific gravity of the compacted mixture shall be used in the computation of the air voids for the Contractor's sample. The calculation of the running averages of both maximum specific gravity and bulk specific gravity shall start with the first LOT. The test strip is independent of the LOTs. Air voids shall be computed on the Department's sample by using the Department's individual maximum specific gravity and individual bulk specific gravity. The Department and the Contractor shall compare test results with each other for the above mentioned testing increments. If there are no differences or if the differences are within the tolerances listed in Tables V or VI, Section 410, for each parameter, no further testing and analysis will be necessary and the Contractor's test values will be used in the computation of the appropriate LOT pay factor.

If the Contractor's air voids do not compare with the Department's test results, the Contractor shall re-compute test results using the individual maximum specific gravity and the individual bulk specific gravity for that particular testing increment and re-compare with the verification test result. If the results compare within the tolerances in Table V, Section 410, using the individual maximum

specific gravities and the individual bulk specific gravity, no further testing will be required and the Contractor's running average of the last four maximum specific gravities and the last four maximum specific gravities and individual bulk specific gravities will be used to compute air voids for pay factor determination.

Also, if the Contractor's air voids do not compare with the Department's test results, and the Contractor is using slag as an aggregate, the Contractor shall re-compute test results using the individual bulk specific gravity for that particular testing increment and the running average of the Contractor's last four maximum specific gravities and re-compare with the verification test result. If the results compare within the tolerances in Table V, Section 410, using the individual bulk specific gravity, no further testing will be required and the Contractor's running average of the last four bulk specific gravities and the last four maximum specific gravities will be used to compute air voids for pay factor determination.

If the results of the Department's verification test and the Contractor's test do not compare within the tolerances in Tables V or VI, Section 410, but yield the same pay factor for the LOT when the Department's result is substituted for the Contractor's result, no further testing will be required. Where the Contractor's test results and the Department's test results do not compare and cannot be resolved by the above mentioned methods but the pay factor dispute is between 1.00 and 1.02 the Contractor may elect to accept the 1.00 pay factor and waive referee testing.

When differences between test results of the verification samples are not within the tolerances listed in Tables V or VI, Section 410, and cannot be resolved by the above mentioned methods, referee testing will be required.

All referee samples will be tested by the Bureau of Materials and Tests, Central Laboratory, 3704 Fairground Road, Montgomery, AL 36110. The Bureau of Materials and Tests Central Laboratory is an AASHTO accredited laboratory (see AASHTO R 18, Recommended Practice for Establishing and Implementing a Quality System for Construction Materials Testing Laboratories).

5. Referee Testing

a. Laboratory:

Subitem 106.09(c)5a shall be replaced by the following:

a. Laboratory:

All testing increments of the referee samples for the entire LOT shall be tested in the Bureau of Materials and Tests Hot Mix Laboratory for the pay factor parameter(s) (liquid asphalt binder content, laboratory compacted air voids, or gradation) in question. The Contractor's results (using the individual air voids, individual bulk specific gravities and running average of maximum specific gravities) will be compared to the Bureau of Materials and Tests results (using Materials and Tests individual bulk and maximum specific gravities) for each testing increment in the LOT. When the Contractor's results and the Bureau of Materials and Tests results are within the tolerances listed in Tables V or VI, Section 410, the Contractor's results will be used. When the Contractor's results are not within the tolerances listed in Tables V or VI, Section 410, the Bureau of Materials and Tests Central Laboratory results will be used for final pay factors. The Bureau of Materials and Tests Central Laboratory will record the Contractor's field results and the Central Laboratory's results of the parameter(s) in question on form BMT-135.

For each testing increment these results, either the Contractor's or the Bureau of Materials and Tests', will be used in the computation of the appropriate LOT pay factor.

Should differences between test results, that are not within the tolerances listed in Table V or VI, Section 410, for liquid asphalt binder content, air voids, or gradation continue for two consecutive days, operations shall be halted until testing discrepancies can be resolved. The Bureau of Materials and Tests will monitor testing procedures by Department and Contractor technicians until consistent test results are achieved.

SECTION 401
BITUMINOUS SURFACE TREATMENTS

401.01 Description.

(b) Bituminous Treatment Table.

Article 401.01(b) shall be replaced with the following:

(b) Bituminous Treatment Table.

The following table shows the amount of bituminous material and the size and amount of cover aggregate required for the various types of bituminous treatments. The types are designated in the table by letters of the alphabet such as A, B, C, D, etc. The proposal will designate in the pay item description which of the various types are to be used. The kind of bitumen may also be specified or, if none is specified, the Contractor may select one of the kinds, if not in conflict with other provisions of these Specifications, permitted by the table. All other requirements of the tabular line opposite the type designation shall apply.

(Example: A bituminous treatment Type AKG, specifies a prime coat with the quantities specified on line "A", covered by a single surface treatment with the quantities specified on line "K", covered in turn by a seal treatment with the quantities shown on line "G".)

Bituminous materials shall be placed within the tolerance specified by the table for the type treatment involved, unless otherwise ordered by the Engineer in writing. Any variation outside of the designated limits shall be cause for ordering the treatment to be removed and replaced or corrected as directed by the Engineer, all without additional cost to the Department.

The rate of aggregate coverage shown by the table is the approximate rate found to produce an acceptable coverage when properly applied. Regardless of the rate shown, the Contractor shall provide aggregate in sufficient quantities and so spread the aggregate that the bitumen is uniformly and evenly covered.

The Engineer will notify the Contractor in writing should it become advisable to change the amounts of any material from the limits specified in the table. In such event an adjustment in the contract unit price will be made as specified in Subarticle 401.06(a).

BITUMINOUS TREATMENT TABLE		SUBARTICLE 401.01(b)			
Designated Letter	Type Treatment	Aggregates ****		Gallons {Liters} of Bituminous Material per square yard {m²} of Treatment **	
		Size	cu. ft./ sq. yd. {m³/m²}	Liquid Asphalt Binder	Emulsified Petroleum Resin, Cutback or Emulsified Asphalt
A	Prime Coat				0.10 - 0.25* {0.45 - 1.13}*
B	Flush Coat "B"	Sand	0.15 {0.0051}		0.16 - 0.19 {0.72 - 0.86}
C	Flush Coat "C"	9	0.20 {0.0068}		0.16 - 0.19 {0.72 - 0.86}
D	Liquid Seal "D"	78 or 89	0.25 {0.0085}	0.18 - 0.21 {0.81-0.95}	0.20 - 0.23 {0.90 - 1.04}
E	Liquid Seal "E"	78	0.25 {0.0085}	0.22 - 0.25 {1.00-1.13}	0.25 - 0.28 {1.13 - 1.27}
F	Liquid Seal "F"	78	0.27 {0.0091}	0.26 - 0.29 {1.18-1.31}	0.31 - 0.34 {1.40 - 1.54}
G	Liquid Seal "G"	7 or 78	0.27 {0.0091}	0.31 - 0.34 {1.40-1.54}	0.35 - 0.38 {1.58 - 1.72}
H	Liquid Seal "H"	6	0.40 {0.0135}	0.31 - 0.34 {1.40-1.54}	0.35 - 0.38 {1.58 - 1.72}
J	Surface Treatment "J"	6	0.42 {0.0142}	0.33 - 0.36 {1.49-1.63}	0.38 - 0.41 {1.72 - 1.86}
K	Surface Treatment "K"	5	0.50 {0.0169}	0.35 - 0.38 {1.58-1.72}	0.40 - 0.43 {1.81 - 1.95}
L ***	Surface Treatment "L"				
	1st Application	4	0.9 {0.0305}	0.35 - 0.38 {1.58-1.72}	0.40 - 0.43 {1.81 - 1.95}
	Dry Choke	78	0.20 {0.0068}		
	2nd Application	78	0.25 {0.0085}	0.55 - 0.58 {2.49-2.63}	0.62 - 0.65 {2.81 - 2.94}

* Appropriate rate will be set by engineer within the maximum and minimum range
** For shoulders, different amounts of aggregate and bitumen may be shown on plans or in the proposal.
*** Aggregate for this treatment shall be crushed aggregate.
**** Approximate rate of application for uniform coverage. Minor adjustments to these rates may be ordered by the Engineer to fit the physical properties of aggregates furnished for use.

Multipurpose and Cationic Emulsified Asphalts shall be in the same quantities as shown above for Emulsified Asphalt. Conversion of aggregate volume to weight {mass}, when required, shall be in accordance with AASHTO T 19.

The application rates of Bituminous Materials shown above are based on the material being at 60 °F {16 °C}.

401.03 Construction Requirements.

(a) Equipment.

2. Pressure Distributor.

Item 401.03(a)2 shall be replaced by the following:

2. Pressure Distributor.

A pressure distributor shall be required and shall be so designed and operated that it will distribute the contents in a uniform spray for the full width of the treatment area without

atomization, at the rate and within the limits specified. Heating equipment shall be provided. Distributors shall be capable of circulating or agitating the bitumen throughout the heating process providing a uniform temperature, with the ranges specified herein, and suitable means shall be provided for determining such temperatures. Suitable measuring equipment for accurately measuring the volume of the contents shall be provided. The distributor shall be equipped with a spray bar of adjustable height, hand hose, and nozzle.

Heating equipment will not be required for the application of Emulsified Petroleum Resin prime.

SECTION 410
ASPHALT PAVEMENTS

410.01 Description.

Article 410.01 shall be replaced by the following:

410.01 Description.

The work under this Section covers the general requirements that are applicable to all types of hot and warm mix asphalt pavements of the plant mix type. Deviations from these general requirements will be indicated in the specific requirements for various types of mixes noted in the following sections of these Specifications.

This work shall consist of one or more courses of hot and warm mix asphalt plant mix constructed in accordance with these specifications and the specific requirements of the type of mixture required and in reasonably close conformity with the lines, grades, thicknesses, and typical cross sections shown on the plans or established by the Engineer. The Contractor may use either hot mix or warm mix for all Superpave ESAL Range mixes in Sections 420, 423, and 424. Warm mix asphalt shall be defined as the use of an approved warm mix technology in the plant mix at the time of production.

This work shall also include the preparation of the underlying surface on which the plant mix is to be placed, including patching and/or leveling as shown on the plans or directed by the Engineer.

In addition, this work shall also include the placing of widening at locations shown on the plans and/or directed by the Engineer. In general, widening shall consist of (1) narrow width build-ups, three feet or less {one meter or less}, required for widening existing pavement, (2) paving for turn-outs beyond three feet {one meter} from the edge of pavement, (3) pavement crossovers, and (4) turning lanes of less than 200 feet {60 m} for crossovers. Paving used on turn-outs for intersecting paved roads and shoulder paving will not be considered as widening unless shown on the plans.

Surface layers and wearing layers are defined as those layers where the pay item contains the wording “Wearing Surface”.

All ALDOT procedures referenced are applicable to both hot and warm mix asphalt.

410.03 Construction Requirements.

(c) Preparation of Underlying Surface.

3. Leveling.

Item 410.03(c)3 shall be replaced by the following:

3. Leveling.

When leveling of an existing pavement or base is provided by the plans, the surface shall be brought to required grade and cross section with plant mix material. The surface to be treated shall be prepared as noted herein and approved before placing the new material. The plant mix material shall be spread in accordance with the provisions of Item 410.03(f)2 and shall be compacted in accordance with section 410.03(g).

Leveling shall include the placement of asphalt plant mix layers to correct superevelation when directed.

SECTION 420
POLYMER MODIFIED OPEN GRADED FRICTION COURSE

420.02 Materials.

(e) Tack Coat Materials

Subarticle 420.02(e) shall be replaced by the following:

(e) Tack Coat Materials

Tack coat materials shall either be a CQS-1hp asphalt emulsion used in conjunction with the spray paver equipment as required in Subarticle 420.04 (d) or "PG Asphalt for Trackless Tack" including DOTC-10, eTac HB, or Ultrafuse with conventional paving equipment. All tack coat materials shall meet the requirements given in Section 804 except as modified by the requirements given herein. The CQS-1hp shall be smooth and homogeneous and shall meet the requirements shown in the following table:

CQS-1hp MODIFIED ASPHALT EMULSION			
TEST OF EMULSION			
Parameter	Test Method	Value	
Viscosity @ 77° F, SF	AASHTO T 59	20 Min.	150 Max.
Sieve Test, %	AASHTO T 59	-	0.1 Max.[1]
24-Hour Storage Stability, %	AASHTO T 59	-	1.0 Max. [2]
Residue By Distillation	AASHTO T 59	60 Min.	-
Oil Distillate, by Volume of Emulsion, %	AASHTO T 59	-	-
Particle Charge	AASHTO T 59	Positive [3]	
TEST OF RESIDUE FROM EMULSION			
Solubility in TCE, %	AASHTO T 44 [4]	97.5 Min.	-
Elastic Recovery @ 50 °F	AASHTO T 301	60.0 Min.	-
Penetration @ 77 °F	AASHTO T 49	60 Min.	110 Max.
Ductility @ 77.0 °F	AASHTO T 51	40 Min.	-

1. Sieve test may be waived based on successful application in the field.
2. After standing undisturbed for 24 hours, the surface shall show no white, milky-colored substance, but shall be a smooth homogeneous color throughout the sample.
3. If the Particle Charge Test is inconclusive, a pH test (AASHTO T 200) shall be used with a maximum of 6.7 allowable.
4. ASTM D 5546 may be used when polymers block the filter during the test.

The original "PG Asphalt for Trackless Tack" (no RTFO or PAV testing) shall conform to the physical requirements shown in the following table:

SPECIFICATIONS FOR PG ASPHALT FOR TRACKLESS TACK		
Parameter	Specification	Test Method
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Penetration	Maximum 25 @ 77 °F {25 °C}, 100 g. 5s	AASHTO T49
Softening Point (°C)	Minimum 70	AASHTO T 53
Dynamic Shear, G*/sin δ	Minimum 1.0 kPa @ 82 °C	AASHTO T 315

SECTION 423
STONE MATRIX ASPHALT (SMA)
(FIBER STABILIZED ASPHALT CONCRETE)

423.02 Materials.

(c) Blend of Aggregates.

In Subarticle 423.02(c) the table "Allowable Carbonate Stone Criteria for SMA" shall be replaced by the following:

ALLOWABLE CARBONATE STONE CRITERIA FOR SMA	
BPN 9 Value of Aggregate Source *	Maximum Allowable Percentage Of Carbonate Stone
≤ 20	Not Allowed
21 through 25	30
26 through 28	35
29 through 31	40
32 through 34	45
≥ 35	50
* This value, BPN 9, is made using the British Pendulum Tester on aggregate source specimen polished for 9 hours on an accelerated polishing machine known as the British Wheel as per ASTM D 3319, ASTM E 303 and BMTP-382.	

SECTION 424
SUPERPAVE BITUMINOUS CONCRETE BASE, BINDER, AND WEARING SURFACE LAYERS

424.02 Materials.

(c) Blend of Aggregates.

4. Restrictions in the use of Carbonate Stone for blend of Aggregates.

Item 424.02(c)4 shall be replaced by the following:

4. Restrictions in the use of Carbonate Stone for blend of Aggregates.

The restrictions for the use of carbonate stone are given in the following table. These restrictions do not apply to widening as defined in Article 410. 01, shoulder paving, underlying layers, and layers that are to be covered by Polymer Modified Open Graded Friction Course (Section 420) mix in this contract.

CRITERIA FOR THE USE OF CARBONATE STONE IN SUPERPAVE	
BPN 9 Value Of Aggregate Source *	Maximum Allowable Percentage Of Carbonate Stone
≤ 20	Not Allowed
21 through 25	30
26 through 28	35
29 through 31	40
32 through 34	45
≥ 35	50
* This value, BPN 9, is made using the British Pendulum Tester on aggregate source specimen polished for 9 hours on an accelerated polishing machine known as the British Wheel as per ASTM D 3319, ASTM E 303 and ALDOT-382.	

In no case shall the total amount of virgin carbonate stone in the combined mixture used as actual wearing surface layers that are exposed to traffic exceed the percentage shown in the above table. When parts of the carbonate stone used in the mix are from differing strata of material or coming from multiple sources that are represented by different BPN 9 values, the lowest BPN 9 value will be used.

SECTION 804
ASPHALT MATERIALS

804.07 Tables of Asphalt Materials.

Article 804.07 shall be replaced by the following:

804.07 Tables of Asphalt Materials.

(a) Asphalt Materials Table Number 1, Grade PG 58-22.

ASPHALT MATERIALS TABLE NO. 1 SPECIFICATIONS FOR PERFORMANCE GRADED ASPHALT BINDER		
Property	Grade PG 58-22	
	Specification	Test Method
Original Binder		
Flash Point Temperature	Minimum 230 °C	AASHTO T 48
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Dynamic Shear, G*/sin δ	Minimum 1.00 kPa @ 58 °C	AASHTO T 315
Rolling Thin Film Oven Residue (AASHTO T 240)		
Mass Loss (RTFO)	Maximum 1.00 %	AASHTO T 240
Dynamic Shear, G*/sin δ	Minimum 2.20 kPa @ 58 °C	AASHTO T 315
Pressure Aging Vessel Residue (AASHTO R 28)		
Dynamic Shear, G*•sin δ	Maximum 6000 kPa @ 22 °C	AASHTO T 315
Phase Angle, δ	Minimum 42° @ 22°C	AASHTO T315
Creep Stiffness, S	Maximum 300 MPa @ -12 °C	AASHTO T 313
m-value	Minimum 0.300 @ -12 °C	AASHTO T 313

(b) Asphalt Materials Table Number 2, Grade PG 64-22.

ASPHALT MATERIALS TABLE NO. 2 SPECIFICATIONS FOR PERFORMANCE GRADED ASPHALT BINDER		
Property	Grade PG 64-22	
	Specification	Test Method
Original Binder		
Flash Point Temperature	Minimum 230 °C	AASHTO T 48
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Dynamic Shear, G*/sin δ	Minimum 1.00 kPa @ 64°C	AASHTO T 315
Rolling Thin Film Oven Residue (AASHTO T 240)		
Mass Loss (RTFO)	Maximum 1.00 %	AASHTO T 240
Dynamic Shear, G*/sin δ	Minimum 2.20 kPa @ 64 °C	AASHTO T 315
Pressure Aging Vessel Residue (AASHTO R 28)		

Dynamic Shear, G*•sin δ	Maximum 6000 kPa @ 25 °C	AASHTO T 315
Phase Angle, δ	Minimum 42° @ 25°C	AASHTO T315
Creep Stiffness, S	Maximum 300 MPa @ -12 °C	AASHTO T 313
m-value	Minimum 0.300 @ -12 °C	AASHTO T 313

The binder shown in Table No. 2 shall be made by adding polymer to a refined grade of PG 58-22 or shall be blended from PG 76-22 using an ALDOT approved blending procedure at the refinery. Air blown and oxidized asphalt shall not be used.

All PG 64-22 shall contain a minimum of 1.5 %, by weight, polymer solids.

A sample and infrared scan (Fourier Transform Infrared, FTIR) using the ALDOT 408 test method to determine the styrene and butadiene peaks and polymer percentage at the appropriate polymer loading shall be submitted to the Materials and Tests Engineer for laboratory evaluation prior to use.

All polymers shall conform to Section 811 for polymer additives.

All Polymer Modified Asphalt Binder manufacturers shall submit the information required in Article 811.01 annually or upon request by the Department.

(c) Asphalt Materials Table Number 3, Grade PG 67-22.

ASPHALT MATERIALS TABLE NO. 3 SPECIFICATIONS FOR PERFORMANCE GRADED ASPHALT BINDERS (NOT SHOWN IN AASHTO M-320)		
Property	**Grade PG 67-22**	
	Specification	Test Method
Original Binder		
Flash Point Temperature	Minimum 230 °C	AASHTO T 48
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Dynamic Shear, G*/sin δ	Minimum 1.00 kPa @ 67 °C	AASHTO T 315
Rolling Thin Film Oven Residue (AASHTO T 240)		
Mass Loss (RTFO)	Maximum 1.00 %	AASHTO T 240
Dynamic Shear, G*/sin δ	Minimum 2.20 kPa @ 67 °C	AASHTO T 315
Pressure Aging Vessel Residue (AASHTO R 28)		
Dynamic Shear, G*•sin δ	Maximum 6000 kPa @ 26.5 °C	AASHTO T 315
Phase Angle, δ	Minimum 42° @ 26.5°C	AASHTO T315
Creep Stiffness, S	Maximum 300 MPa @ -12 °C	AASHTO T 313
m-value	Minimum 0.300 @ -12 °C	AASHTO T 313

(d) Asphalt Materials Table Number 4, Grade PG 76-22.

ASPHALT MATERIALS TABLE NO. 4 SPECIFICATIONS FOR PERFORMANCE GRADED ASPHALT BINDER		
Property	Grade PG 76-22	
	Specification	Test Method
Original Binder		
Flash Point Temperature	Minimum 230 °C	AASHTO T 48
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Dynamic Shear, G*/sin δ	Minimum 1.00 kPa @ 76°C	AASHTO T 315
Rolling Thin Film Oven Residue (AASHTO T 240)		
Mass Loss (RTFO)	Maximum 1.00 %	AASHTO T 240
Dynamic Shear, G*/sin δ	Minimum 2.20 kPa @ 76 °C	AASHTO T 315
Elastic Recovery	Minimum 50 %@ 10°C	AASHTO T 301[1]
Pressure Aging Vessel Residue (AASHTO R 28)		
Dynamic Shear, G*•sin δ	Maximum 6000 kPa @ 26.5 °C	AASHTO T 315
Phase Angle, δ	Minimum 42° @ 31°C	AASHTO T315
Creep Stiffness, S	Maximum 300 MPa @ -12 °C	AASHTO T 313
m-value	Minimum 0.300 @ -12 °C	AASHTO T 313
[1]The following exceptions shall be made to the requirements given in AASHTO T 301: The statement given in Section 4.5 that reads "Attach the clips to the pins or hooks of the force adapter and the testing machine..." shall be disregarded. The mold shall be in accordance with the requirements given in ASTM D 6084 with dimensions noted in this method. All Elastic Recovery failures will be subject to FTIR scans for acceptability.		

All binders used in Table 4 shall be made by the addition of polymer to refined grades of PG 67-22 without using air blown or oxidized asphalt.

All PG 76-22 shall contain a minimum of 2.5 %, by weight, polymer solids.

A sample and infrared scan (Fourier Transform Infrared, FTIR) using the ALDOT 408 test method to determine the styrene and butadiene peaks along with the percentage of polymer added at the appropriate polymer loading shall be submitted to the Materials and Tests Engineer for laboratory evaluation prior to use. All polymers shall conform to Section 811 for polymer additives.

All Polymer Modified Asphalt Binder manufacturers shall submit the information required in Article 811.01 annually or upon request by the Department.

(e) Asphalt Materials Table Number 5, Emulsified Asphalts.

ASPHALT MATERIALS TABLE NO. 5
SPECIFICATIONS FOR EMULSIFIED ASPHALTS

	VISCOSITY GRADE										
	NTSS-1HM Min-Max	NTQS-1HL Min-Max	CMS-2, CMS-2h, CSS-1, CSS-1h, CRS-2 CRS-2p* CRS-2l*	AE-P Min-Max	CMS-1hp Min-Max	CRS-1h Min-Max	CBC-1HT BC-1HT Min-Max	CRS-2h CRS-2hp* Min-Max	CQS-1h CQS-1hp* Min-Max	CNTT-1hs Min-Max	AASHTO TESTS
AASHTO M 208			Meet								T 59
Elastic Recovery Minimum 50 % @ 50°F {10°C}	--		50 % for CRS-2p and CRS-2l	--	50%	--	--	50% for CRS-2hp	50% for CQS-1hp	--	T 301 **
Viscosity, Saybolt Furol: @ 77 °F {25 °C}, Sec @ 122 °F {50 °C}, Sec	25 500 --	100	--	10 50 -- --	30 400 -- --	--	--	200 500	20 150 -- --	0 100 --	T 59 T 59 *See Note #4
Settlement, 5 days, %	-- 5		--	-- 5		-- --	-- --	-- --	-- --		T 59
Storage Stability Test 24 hr., %	-- 1.0	-- 1.0	--	-- --	-- 1.0	-- 1.0	-- 1.0	-- 1.0	-- 1.0	1.0	T 59
Demulsibility, 35 m/0.8% Sod. Dioctyl Sulfosucinate, %	--		--	-- --	--	-- --	-- --	60 --	-- --	-- --	T 59
Particle Charge	Negative	Non-ionic	Positive	-- --	Positive	Positive	Positive	Positive	Positive	Positive	T 59
Sieve Test, %	--	-- 0.10	--	-- 0.10	-- 0.10	-- 0.10	-- 0.30	-- 0.10	-- 0.10	0.10	T 59
Distillation: Oil Distillate or Naphtha, by Volume of Emulsion, % Residue by Distillation, %	-- 1.0 50 --	60 --	--	-- 12 45 --	-- 3.0 50 --	-- 3.0 55 --	-- 50 -	-- 3.0 65 --	-- -- 60 --	3.0 50 --	T 59 T 59
Stone Coating Test, % Coated	--	--	--	-- --	-- --	-- --	-- --	-- --	-- --	-- --	See Note #1
Modified Sand Coating	--	--	--	-- --	-- --	-- --	-- --	-- --	-- --	-- --	See Note #2
Tests on Residue from Distillation: Float Test @ 140 °F {60 °C}, Sec. Solubility in CLCH:CCL2, % Ductility @ 77 °F {25 °C}, cm Ash, % by Mass Specific Gravity, 77 °F/ 77 °F {25 °C/25 °C} Softening Point Dynamic Shear@67°C (G*/sinδ, 10rad/s), kPa MSCR@67°C, J_{nr} @3.2/kPa Penetration 77 °F {25 °C}, 100 g. 5s	 -- -- -- -- -- -- 65°C -- -- -- -- -- -- 20	 -- -- -- -- -- -- 60°C -- 1.0 -- -- -- 20 --	 -- -- -- -- -- -- -- -- -- -- -- -- --	20 -- 97.5 -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- --	 40°C - -- -- -- -- 45-90	 49°C -- -- -- -- -- 40 90	 - 2.0 	 -- -- 97.5 -- 60 -- -- -- -- -- -- -- -- -- -- -- 70 100	 -- -- 97.5 -- 40 -- -- -- -- -- -- -- -- -- -- -- 60 110	 -- -- -- -- -- -- 49°C -- -- -- -- -- 40 90	 See Note #3 T 44 T 51 T 111 T 228 T 53 T 315 T 350 T 49

* All CRS-2p, CRS-2hp, CRS-2l, and CQS-1hp shall contain a minimum of 3.0 % polymer by volume. CRS-2p shall meet the requirements given in AASHTO M 316 with the exception of polymer content. All polymers shall conform to the requirements given in Section 811. All Elastic Recovery failures will be subject to FTIR scans for acceptability.
** The following exceptions shall be made to the requirements given in AASHTO T 301: The statement given in Section 4.5 that reads "Attach the clips to the pins or hooks of the force adapter and the testing machine..." shall be disregarded. The mold shall be in accordance with the requirements given in ASTM D 6084 with dimensions noted in this method.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: June 23, 2023 GASP No. 22-GA0010(2)

EFFECTIVE DATE: September 1, 2023

SUBJECT: Work Performed and Progress Based Pay Items.

Alabama Standard Specifications, 2022 Edition, shall be amended by the revision of SECTIONS 101, 108, by the replacement of SECTIONS 600, 680, and 698:

SECTION 101
DEFINITION OF TERMS

101.01 Definitions.

(b) Terms.

Subarticle 101.01(b) shall be amended by the addition of the following definitions:

Adjusted Contract Amount. The current contract amount that is determined by applying actual and projected changes to the Contract Bid Price (original contract amount) caused by quantity overruns or underruns in contract items and actual and projected costs for extra work, either by supplemental agreement or by force account.

Original Contract Amount. The total contract bid price not including changes caused by quantity overruns, underruns, or extra work.

Progress Based Pay Items. Contract pay items for which progress payments (monthly estimate payments) are based on the progress of construction. Progress based pay items include Mobilization, Construction Fuel, Geometric Controls, and other items for which payments will be based on the progress of construction.

State Construction Engineer. The Bureau Chief of the Construction Bureau, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

Work Performed. The dollar amount of work that has been completed at a point in time when progress payments (monthly estimate payments) will be made. Work Performed is the payment for the designated physical construction work that has been completed and accepted for payment. Work Performed will not include the following:

- payments for extra work done on a Force Account basis;
- payments that were, or will be based on the progress and quality of the construction;
- payments that were, or will be made for material price adjustments, fuels, and stored or unused materials.

Subarticle 101.01(b) shall also be amended by the deletion of the following definition:

~~**Contract Sum or Contract Amount.** The total contract bid price, revised to include changes caused by overruns and underruns in contract items, plus the sum of all approved supplemental agreements and force account orders.~~

SECTION 108
PROSECUTION AND PROGRESS

108.04 Prosecution of Work.

(e) Unsatisfactory Progress.

Subarticle 108.04(e) shall be replaced by the following:

(e) Unsatisfactory Progress.

The Department will monitor the Contractor's progress towards completing the work. The Contractor may be disqualified from bidding further work with the Department if the progress towards completing the work is unsatisfactory.

Unsatisfactory progress toward completing the work shall be when the "Percent Time Elapsed" exceeds the "Percent Complete" by more than 25 %. Percent Time Elapsed and Percent Complete are defined as follows:

$$\text{Percent Time Elapsed} = 100 \times \left[\frac{\text{Days Charged}}{\text{CT} + \text{TE}} \right]$$

$$\text{Percent Complete} = 100 \times \left[\frac{\text{WP} + \text{FA}_1}{\text{AC} - \text{PBPI}} \right]$$

Where,
Days Charged = Number of days charged towards the completion of the work.
CT = Original Contract time. (Days)
TE = Number of days of time extension. (Days)
WP = "Work Performed" as defined in Article 101.01. (Dollars)
FA_1 = Payments for Extra Work paid by Force Account. (Dollars)
AC = "Adjusted Contract Amount" as defined in Article 101.01. (Dollars)
PBPI = Payments for "Progress Based Pay Items" as defined in Article 101.01. (Dollars)

The decimal values derived by the terms "(Days Charged) / (CT + TE)" and "$(WP + FA_1) / (AC - PBPI)$" shall be rounded to the nearest hundredth.

When the Contractor's progress towards completing the work is unsatisfactory a warning notice of possible disqualification will be sent from the State Construction Engineer to the Contractor by certified mail (return receipt requested). The Contractor will be allowed 10 calendar days from the date of the receipt of the notice of possible disqualification to complete enough of the work to make the progress satisfactory or submit in writing an acceptable explanation to the State Construction Engineer for why the progress is unsatisfactory. At the end of the ten day period, a final notice of disqualification from further bidding will be issued if the progress of the work remains unsatisfactory or the explanation for the unsatisfactory progress is unacceptable.

108.08 Determination of Contract Time.

(d) Monthly Statement and Time Charges.

2. Contracts on a Calendar Day or Date Basis.

Item 108.08(d)2. shall be replaced by the following:

2. Contracts on a Calendar Day or Date Basis.

For projects on a calendar day or date basis, a statement will be furnished the Contractor indicating the number of calendar days remaining in the contract. For contracts that have a calendar completion date, the days assigned for contract time will be the number of calendar days available to the Contractor for performance of the work (from the beginning of contract time charges through the original calendar completion date). A revised completion date will be established for time extensions by adding the approved number of days of extension to the original contract completion date.

108.09 Extension of Contract Time.

Article 108.09 shall be replaced by the following:

108.09 Extension of Contract Time.

(a) Days or Date of Time Extension.

If approved by the Engineer, contract time extensions will be given as additional working days, additional calendar days or a revised calendar completion date in accordance with the type of time that is set in the original contract for the completion of the work. An extended time for completion, once approved, shall be in full force and effect the same as though it were the original time for completion.

(b) Extension of Contract Time due to Extra Work.

The original contract time may be extended due to the addition of extra work if the Engineer determines that the extra work will affect the schedule for the completion of the project. The contract time will be modified when the extra work is made a part of the contract.

(c) Extension of Contract Time due to Contract Overrun.

An extension of contract time will be made by the Engineer to account for the overrun of the required work (unexpected increase in the quantity of work). The time extension will be calculated using the following formula.

$$TE = CT \left[\frac{WP + FA_2 - EW}{OC - PBPI_1} - 1.0 \right]$$

(This formula is only applicable when WP - EW is greater than OC - PBPI.)

Where,
TE = Number of days of time extension. (Days) (Rounded up to the nearest whole number.)
CT = Original Contract time. (Days)
WP = "Work Performed" as defined in Article 101.01. (Dollars)
FA_2 = Payments for Extra Work paid by Force Account except for Force Account work that has been covered under an approved Time Extension. (Dollars)
EW = Total Amount of Extra Work paid by Supplemental Agreement, regardless of whether or not a time extension is approved as part of the agreement. (Dollars)
OC = Original Contract Amount. (Dollars)
$PBPI_1$ = Payments for "Progress Based Pay Items" as defined in Article 101.01. (Dollars)

For contracts that have a calendar completion date, there will be no automatic extension of contract time based on contract overrun. Extensions of contract time for calendar date projects must be based on either extra work or an approved Contractor request for additional time.

(d) Contractor's Request for an Extension of Contract Time.

If the Contractor anticipates that the work cannot be completed within the contract time (which includes approved time extensions) the Engineer may consider the Contractor's request for an extension of contract time. The request must be submitted in writing to the Engineer. The request shall include the specific dates and amount of time requested by the Contractor and a full description of the circumstances that were beyond the control of the Contractor and could not have been anticipated by the Contractor that caused the delay in the overall completion of the work. The controlling work items for each day and the factors that affected progress on these items shall also be provided. An assertion that the contract time is inadequate for the completion of the work will not be considered an acceptable reason for a time extension.

The Contractor shall submit the request for an extension of contract time to the Engineer for evaluation. The Engineer will evaluate the request and then send a recommendation for approval, disapproval or partial approval to the Construction Engineer for further evaluation.

The State Construction Engineer or Region Engineer may approve a time extension if the work was delayed because of conditions beyond the control of the Contractor and could not have been anticipated by the Contractor.

The Transportation Director will make a final determination of the amount of the time extension if the Contractor disagrees with the time extension designated by the State Construction Engineer or Region Engineer. The Contractor may submit the disputed request for a time extension

directly, in writing, to the Transportation Director. The Transportation Director will be the final authority in evaluating the disputed request for the time extension. The Transportation Director may send the request to the Claims Committee for a recommendation before making the final decision. Time extension requests will not be referred to the Claims Appeal Board. Information concerning the Claims Committee and Claims Appeal Board is given in Section 110.

SECTION 600
MOBILIZATION

600.01 Description.

This Section shall cover the preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site.

The lump sum bid for mobilization shall be so distributed among the various pay items of the contract that an overrun of a particular pay item will not adversely affect the unit price of that item.

600.02 Materials.

Not applicable.

600.03 Construction Details.

Not applicable.

600.04 Method of Measurement.

(a) Partial Payment.

When more than one project is included in one contract, the amount of payment to be made will be based on the "Percent Complete" as defined in Article 108.04 and amount of the entire contract, not the amount of each individual project. Once the amount of payment is determined, based on the entire contract, this amount will then be prepared for payment on each individual project based on the fraction of the total contract of which the project is a part.

Partial Payments for mobilization are based on the Percent Complete and the total adjusted contract amount for all items of work. Payments will be made at the time, and in the amounts shown in the following schedules.

SCHEDULE OF PARTIAL PAYMENTS FOR MOBILIZATION WHEN THE CONTRACT BID PRICE FOR MOBILIZATION IS LESS THAN, OR EQUAL TO 12 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount for Mobilization)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	20 % of the Bid Price for Mobilization	20 % of the Bid Price for Mobilization
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	50 % of the Bid Price for Mobilization	70 % of the Bid Price for Mobilization
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	30 % of the Bid Price for Mobilization	100 % of the Bid Price for Mobilization
Note: If 50 % or more of the adjusted contract amount is completed by the first estimate, a payment of 75 % of the Bid Price for Mobilization will be made on the first estimate. The remainder of the Bid Price for Mobilization will be paid on the following estimate.		

SCHEDULE OF PARTIAL PAYMENTS FOR MOBILIZATION WHEN THE CONTRACT BID PRICE FOR MOBILIZATION IS GREATER THAN 12 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount, Except the Final Payment)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	2 % of the Original Contract Amount	2 % of Total Contract Amount
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	6 % of the Original Contract Amount	8 % of Total Contract Amount
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	4 % of the Original Contract Amount	12 % of Total Contract Amount
At Acceptance for Maintenance per Item 105.15(c)3.	Remainder of Contract Amount for Mobilization	100 % of Contract Amount for Mobilization

The total sum of all payments shall not exceed the original contract amount bid for the item of Mobilization, regardless of the fact that the Contractor may have, for any reason, shut down his work on the project or moved equipment away from the project and then back again.

(b) When No Separate Payment Is Shown in the Proposal.

When the proposal does not include a separate item for Mobilization, all work and incidental costs specified as being covered under this Section shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

600.05 Basis of Payment.

(a) Unit Price Coverage.

The item of Mobilization, measured as noted above, will be paid for at the contract lump sum price bid. Said lump sum price bid shall be full compensation for organizing and moving all labor, tools, equipment, supplies, and incidentals to the project site and for disbanding, disorganizing, and removing all labor, tools, equipment, supplies, and incidentals from the project site, regardless of number of times such moves are made, including all preconstruction costs exclusive of bidding costs.

(b) Partial Payment.

Partial payments may be made in accordance with schedule noted in Article 600.04. The final quantity for this item will be 1.0 unless the project is terminated prior to completing the work in accordance with Article 108.14.

(c) Payment will be made under Item No.:

600-A Mobilization - per lump sum

SECTION 680
GEOMETRIC CONTROLS

680.01 Description.

When this item is included in the proposal, it shall consist of the Contractor furnishing, placing, and maintaining construction stakes, lines, and grades necessary for establishing the accurate location of all features of construction.

680.02 Materials.

All materials needed in the performance of the work of Geometric Controls shall be furnished by the Contractor.

680.03 Construction Requirements.

(a) Determination of Lines and Grades.

The Engineer will furnish centerline control points (P.C.s, P.O.C.s, P.T.s, P.O.T.s, etc.) at intervals determined necessary by the Engineer for the Contractor to establish alignment on all roadways. Where ramps, cross roads, service roads, etc. are geometrically tied to the mainline roadway, the

Engineer will only establish control points along the mainline of the roadways. The Engineer will stake breaks of rights-of-way and mark the clearing limits.

Bench marks will be furnished at intervals along the project for vertical control. Sufficient design roadway cross section information (elevations, slope ratios, etc.) will be provided to enable the Contractor to establish grade stakes and slope stakes. Alignment data and flowline data for drainage structures (including box culverts) will be furnished by the Engineer. For each bridge site, except box culverts, the Engineer will furnish a minimum of two horizontal control points and one bench mark for vertical control.

(b) Contractor's Responsibility.

1. Contractor's Responsibility for Establishing Geometric Controls.

The Contractor shall be responsible for all layout and geometric control work necessary for construction of all items of work. The Contractor shall use the plans, controls and other data furnished by the Engineer in establishing the required location of all features of the work. The Contractor shall be responsible for the utilization and preservation of all furnished controls. The Contractor shall replace State furnished control stakes or marks that are disturbed by the Contractor during construction.

2. Contractor's Responsibility to Check Furnished Controls.

The Contractor shall check all furnished controls as a first order of work to be assured that they are accurate. The Contractor's use of all furnished points and marks for construction of the project shall be acceptance of the responsibility for the accuracy of these controls. By acceptance of responsibility for the accuracy of the controls the Contractor waives all claims for extra compensation for corrective work if the controls are later found to be incorrect. All discrepancies shall be reported immediately to the Engineer in writing.

3. Setting Geometric Controls for Roadway Construction.

The Contractor shall mark or monument the locations of the finished subgrade along the centerline, at the edges of lanes and at breakpoints. Markings or monuments shall be provided at intervals of 100 feet {30 m} on tangent alignments and at intervals of 50 feet {15 m} on curved alignments. The type of marking or monument shall be suitable for the purpose of checking the vertical and horizontal position of the location against the required position shown in the plans. The type of marking or monument shall be approved by the engineer prior to being set.

The Contractor shall also mark or monument locations on each layer of soil or aggregate base at transverse breakpoints on these layers at intervals of 50 feet {15 m}.

4. Setting Geometric Controls for Bridge Construction.

For all bridge work the Contractor shall establish and maintain all horizontal and vertical control points and furnish all lines and grades necessary for the bridge construction from the initial layout to the final acceptance of the bridges. The Contractor shall accurately set all forms, headers, rails, and screeds to provide the dimensions, elevations, and grades shown on the plans.

680.04 Method of Measurement.

Measurement of the item of Geometric Controls will be made on a lump sum basis. When more than one project is included in a contract, each project will be designated a fractional part of the lump sum as shown on the plans.

Partial payments for the item of Geometric Controls will be made on monthly estimates with the amount to be paid each month a percentage of the lump sum bid price. Payments will be made at the time and in the amounts shown in the following schedules:

SCHEDULE OF PARTIAL PAYMENTS FOR GEOMETRIC CONTROLS WHEN THE CONTRACT BID PRICE FOR GEOMETRIC CONTROLS IS LESS THAN, OR EQUAL TO 5 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount for Geometric Controls)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	20 % of the Bid Price for Geometric Controls	20 % of the Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	50 % of the Bid Price for Geometric Controls	70 % of the Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	30 % of the Bid Price for Geometric Controls	100 % of the Bid Price for Geometric Controls
Note: If 50 % or more of the Adjusted contract amount is completed by the first estimate, a payment of 75 % of the Bid Price for Geometric Controls will be made on the first estimate. The remainder of the Bid Price for Geometric Controls will be paid on the following estimate.		

SCHEDULE OF PARTIAL PAYMENTS FOR GEOMETRIC CONTROLS WHEN THE CONTRACT BID PRICE FOR GEOMETRIC CONTROLS IS GREATER THAN 5 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount for Geometric Controls)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	10 % of the Bid Price for Geometric Controls	10 % of Total Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	25 % of the Bid Price for Geometric Controls	35 % of Total Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	50 % of the Bid Price for Geometric Controls	85 % of the Bid Price for Geometric Controls
At Acceptance for Maintenance per Item 105.15(c)3.	15 % of the Bid Price for Geometric Controls	100 % of the Bid Price for Geometric Controls

When more than one project is included in one contract, the amount of payment to be made will be based on the "Percent Complete" as defined in Article 108.04 and amount of the entire contract, not the amount of each individual project. Once the amount of partial payment is determined, based on the entire contract, this amount will then be prepared for payment on each individual project based on the fraction of the total contract of which the project is a part.

680.05 Basis of Payment.

(a) Unit Price Coverage.

The item of Geometric Controls, measured as noted above, will be paid for at the contract lump sum price bid. Said lump sum shall be full compensation for furnishing all materials (hubs, stakes, templates, straightedges), equipment, tools, labor, and incidentals necessary to complete this item of work.

Partial payments for the item of Geometric Controls will be made in accordance with Article 680.04. The final quantity for this item will be 1.0 unless the project is terminated prior to completing the work in accordance with Article 108.14. When more than one project is included in a contract, the amount of a partial payment will be the sum of separate calculations made for each project.

(b) Payment will be made under Item No.:

680-A Geometric Controls - per lump sum

SECTION 698
CONSTRUCTION FUEL COST

698.01 Description.

This Section shall cover the cost of construction fuel for the equipment necessary for the performance of the required work except for the production of Hot Mix Asphalt (HMA).

698.02 Bidding.

The bidder shall enter an amount from zero dollars up to the maximum dollar amount shown in the pay item description for fuel on the proposal form. The Contractor signifies that this amount represents a reasonable estimate of the fuel costs isolated from all other costs of completing the required work except for the production of HMA.

If a proposal contains an amount greater than the maximum amount shown in the pay item description, the amount bid for Construction Fuel will be assigned a value that is the maximum amount.

698.03 Method of Determining Partial Payments and Cost Adjustments.

(a) Partial Payments.

Partial payments for construction fuel will be based on the lump sum bid price for Construction Fuel and the Work Performed ("Work Performed" is defined in Section 101). This component will be calculated as follows.

$$P = CF\left[\frac{WP_{ce} - WP_{pe}}{OC - PBPI_2}\right]$$

Where,

P = Amount of Partial Payment. (Dollars) (The total sum of partial payments may be less than or exceed the original contract amount for Construction Fuel.)

CF = Lump Sum Contract Amount of "Construction Fuel". (Dollars)

WP_{ce} = "Work Performed" (as defined in Article 101.01) at the time of the current estimate or partial payment. (Dollars)

WP_{pe} = "Work Performed" (as defined in Article 101.01) at the time of the prior estimate for partial payment. (Dollars)

OC = Original Contract Amount. (Dollars)

$PBPI_2$ = Original Bid Price for Mobilization, Geometric Controls, and Construction Fuel. (Dollars)

The decimal value derived by the term "(WPce - WPpe) / (OC- $PBPI_2$)" rounded to the nearest hundredth will be the decimal amount of the lump sum contract amount for construction fuel. WP is the "Work Performed" (as defined in Article 101.01).

(b) Cost Adjustments.

The Department will determine and publish a monthly "Fuel Index" utilizing the average area terminal price reports for regular unleaded gasoline and No. 2 fuel of the "Platts Oilgram Price Report" published during the week in which the first day of the month occurs.

The Base Fuel Index (BFI) for the project will be the monthly fuel index published for the month in which the bids were opened for the project. The Current Fuel Index (CFI) for the project will be the monthly fuel index published for the previous month if the estimate is finalized on any day from the 1 st through the 10th day of the month. The Current Fuel Index (CFI) for the project will be the monthly fuel index published for the month in which the estimate is finalized if the estimate is finalized on any day between the 11th and the last day of the month.

A cost adjustment for construction fuel will be calculated as follows.

$$CA = P \left[\frac{CFI}{BFI} - 1 \right]$$

Where,
CA = Amount of Cost Adjustment (Dollars)
P = Amount of Partial Payment Based on Amount of Work Performed (Dollars)
CFI = Current Fuel Index (the current month's CFI is defined above)
BFI = Base Fuel Index

After the expiration of contract time (plus approved time extensions) two calculations of a potential cost adjustment will be made. The first calculation will be made using the current index (CFI) and the base index (BFI) as noted in the preceding formula. The second calculation will be made using the index during the month that contract time (plus approved time extensions) expired and the base index. The smallest amount of cost adjustment resulting from these two calculations will be made for the current estimate period.

(c) Payments and Adjustments for Contracts with More Than One Project.

When more than one project is included in one contract, the amount of payment to be made will be based on the "Work Performed", as defined in Section 101, on the entire contract, not on each individual project. Once the amount of partial payment and cost adjustment is determined, this amount will then be prepared for payment on each individual project based on the fraction of the entire contract of which the project is a part.

698.04 Basis of Payment.

(a) Unit Price Coverage.

The amount designated for construction fuel, shall be full compensation, after all applicable cost adjustments, for the furnishing of fuel for equipment used on the project, except for the fuel for the production of HMA, and for all materials, equipment, tools, labor, transportation and incidentals necessary for its use.

Partial payments for the item of Construction Fuel will be made in accordance with Article 698.03. At the completion of work, the sum of partial payments may exceed or be less than the original contract lump sum unit price bid. The final quantity may be more or less than 1.0 due to contract overruns or underruns.

(b) Payment will be made under Item No.:

698-A Construction Fuel (max. bid limited to $_____) - per Lump Sum

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: December 15, 2023 GASP No. 22-GA0013(2)

EFFECTIVE DATE: June 1, 2024

SUBJECT: Roadway Signs, Construction Signs, and Cones.

Alabama Standard Specifications, 2022 Edition, SECTION 710, SECTION 740, and SECTION 880 shall be amended as follows:

SECTION 710
ROADWAY SIGNS

710.01 Description.

(b) Types and Classes of Signs

The table "Classes and Descriptions of Signs" shall be replaced with the following:

CLASSES AND DESCRIPTIONS OF SIGNS	
Class 1	Obsolete
Class 1A	Obsolete
Class 2	Type IV Reflectorized Sheeting Background with the same Type Reflectorized Sheeting Cut-Out Copy. Type IV Reflectorized Sheeting Background with Digital Printing is also allowable.
Class 2A	Type IV Reflectorized Sheeting Background with Non-Reflectorized Cut-Out Copy For Multiple Extruded Panels, Type XI Reflectorized Sheeting Background with Digital Printing is also allowable.
Class 3	Obsolete
Class 4	Type IV Reflectorized Background with Screen Copy. Type IV Reflectorized Sheeting Background with Digital Printing is also allowable
Class 5	Obsolete
Class 6	Type IV Reflectorized Sheeting Background with Type XI Reflectorized Sheeting Cut-out Copy For Multiple Extruded Panels, Type XI Reflectorized Sheeting Background with Digital Printing is also allowable.
Class 7	Obsolete
Class 8	Obsolete
Class 9	Type XI Reflectorized Sheeting Background with the same Type Reflectorized Sheeting Cut-Out Copy or Digital Printing.
Class 10	Type XI with Screen Copy or Digital Printing

(c) Methods of Fabrication.

The first paragraph of Subarticle 710.01(c) shall be replaced with the following:

In addition to the Classes noted above, signs will be designated by the method of fabrication as follows. At the Contractor's discretion multiple panel signs may be made of multiple flat panels or multiple extruded sections.

710.05 Basis of Payment.

(b) Payment will be made under Item No.:

Subarticle 710.05(b) shall be replaced with the following:

(b) Payment will be made under Item No.:

710-A Class _*_ Sign Panels - per square foot {square meter}
710-B Roadway Sign Post (Description & Size) - per linear foot {meter}
710-C Removal of Existing Roadway Signs - per lump sum
* Appropriate Class

SECTION 740
TRAFFIC CONTROL DEVICES
FOR CONSTRUCTION WORK ZONES

740.02 Materials.

(b) Crashworthiness of Devices.

Subarticle 740.02(b) shall be replaced by the following:

(b) Crashworthiness of Devices.

The Contractor shall be responsible for ensuring that all devices that are used for work zone traffic control meet "crashworthy" requirements given in the National Cooperative Highway research Program (NCHRP) Report 350 for the appropriate category of device.

(d) Materials for Fabrication, Construction, and Installation.

Subarticle 740.02(d) shall be replaced by the following:

(d) Materials for Fabrication, Construction, and Installation.

Materials used in the fabrication, construction and installation of the construction signs, barricades and other devices shall conform to the requirements of Article 104.04, plan details, the MUTCD and the details noted in this Section:

Sign panels may be fabricated from one of the types of material shown below:

Material	Min. Panel Thickness	* Sign Face Area
Aluminum Flat Sheets	0.080 inches {2.00 mm}	All sizes
Aluminum Composite	0.080 inches {2.00 mm}	All sizes

*NOTE: Any sign panel installation using Standard Mounting procedures, which in the opinion of the Engineer does not provide a reasonably rigid sign installation, shall be strengthened by the use of additional supports and/or backing stringers.

Sign background and messages shall be formed using materials noted for such in Articles 880.02 and 880.03. To permit visual verification of proper use, each type sheeting shall display an identifiable symbol, on the face of the sheeting, in a repeat pattern.

When no pre-requirements are specified for units, they shall comply with the manufacturer's specifications as approved by the Department under the provisions of Section 32-5-36 of the Alabama Code.

Items are not required to be new. Used items may be acceptable provided the following conditions are met:

Units are in good repair, clean and structurally sound.
Reflective sheeting on any unit is clean and in good repair.
All legends and messages are sharp, clean and legible.
Reflectivity of said units during the hours of darkness shall provide acceptable, clear and uniform delineation without dead spots.

No test reports are required, but the Engineer shall visually inspect all units and accessories for compliance with the various dimensional and material stipulations noted before approving their use in

the work. The approval of any unit for use is subject to satisfactory field performance and does not preclude the Engineer ordering replacements of units; said replacements for these previously approved units shall be without additional compensation.

(e) Pilot Car, Flaggers, and Flagging Equipment.

Subarticle 740.02(e) shall be replaced with the following:

(e) Pilot Car, Flaggers, Flagging Equipment, and AFAD.

The pilot car, flaggers, flagging equipment, and AFAD shall meet the requirements of the MUTCD. The pilot car shall be a registered motor vehicle designed for use upon a highway. "Off-road" type vehicles will not be allowed.

Automatic Flagger Assistance Devices (AFAD) must be selected from List IV-3 of the Department's MSDSAR.

740.03 Construction Requirements.

(a) Traffic Control Personnel, Devices, Equipment and Training.

Item 740.03(a)3 shall be replaced with the following:

3. Moving and Covering Traffic Control Signs and Other Devices While Not in Use.

During periods when signs and other devices are not being used for traffic control, they shall be removed from the work area, covered with the specified material or otherwise positioned so they do not convey their message to the traveling public. If covered, the covering material shall be 1/2 inch {13 mm} (nominal size) exterior plywood or aluminum composite material cut to fit the shape of the sign panel. The covering material shall be installed in accordance with the plan details and in such manner that no damage will occur to the sign panel during installation. Covering material shall be maintained in a neat and workmanlike manner during its use.

740.04 Method of Measurement.

Article 740.04 shall be modified by the deletion of the following paragraph

~~Ballasts for cones will be measured per each for each weight {mass} ordered, accepted, and used.~~

740.05 Basis of Payment.

Article 740.05 shall be replaced by the following:

740.05 Basis of Payment.

(a) General.

Payment for Construction Signs and Special Construction Signs measured as noted above will be paid for at the contract unit price bid which shall be full compensation for fabrication of sign panel with proper sheeting and legend, furnishing and erecting on proper supports, furnishing all mounting hardware, covering when not in use, handling and maintaining until project completion.

Payment for drums, barricades, cones, delineators, warning lights, and vertical panels, measured as noted above, will be paid for at the contract unit price bid which shall be full compensation for fabrication, erection at designated locations whenever required, furnishing continuous power source for lights, handling and maintenance until project completion. Payment for cones shall include ballasts.

Electric incandescent or fluorescent lights measured as noted above will be paid for at the contract unit price bid which shall be full compensation for furnishing all materials and mounting hardware, wiring, erecting, maintaining and investigating, procuring and bearing the expense of continuous power supply.

Area Lights measured as noted above will be paid for at the contract unit price bid which shall be full compensation for furnishing all materials and mounting hardware including 250 watt mercury vapor lamp or equivalent luminaire and luminaire mounting arm and Class 7 wood pole, wiring, erecting, maintaining and investigating, procuring and bearing the expense of continuous power supply.

Item 740-O, Pilot Car, measured as noted above will be paid for at the contract unit price bid which shall be full compensation for furnishing and operating the pilot car, for furnishing the pilot car driver and flaggers, for all equipment and materials necessary to complete the work.

Item 740-P, Portable Rumble Strips, measured as noted above will be paid for at the contract unit price bid which shall be full compensation for fabrication, for installation at designated locations whenever required, and for handling and maintenance until project completion.

Payment for Items 740-B - L and 740-P will further include all costs in relocating, removing and returning these Items to the project when required to provide a complete traffic control system throughout the life of the project. No payment will be made beyond the maximum quantity of signs, barricades or other traffic control devices installed at any one time except when alternate sign panels are required for proper handling of the traffic, in such case both alternate panels will be measured for payment.

The Lump Sum payment for traffic control devices specified by plan details shall be full compensation for furnishing all materials, power sources and mounting hardware, erecting, handling, relocating signs and devices within the indicated "Traffic Handling Scheme" and maintaining all traffic control devices until project completion. If traffic control devices are deleted from the traffic handling scheme that is to be paid on a lump sum basis, deductions for the items deleted will be made from the lump sum cost in the amount of the contract unit prices bid for the quantity of individual traffic control items so deleted. Traffic control items which are added to the lump sum traffic handling scheme will be paid for at the contract unit price for the item added. A lump sum payment will be considered as full compensation for "traffic handling scheme". Once construction signs or other warning devices are no longer needed within the designated limits of the lump sum "traffic handling scheme", they may be used in other areas of traffic control and payment will be made under the appropriate pay item.

Unless otherwise designated on the construction plans, all signs, barricades, and other traffic control devices covered by this Section shall become the property of the Contractor at the completion of the project. The salvage value for these items shall be reflected in the contract unit prices bid.

No payment will be made for stored materials under this Section unless the material in storage was either manufactured or purchased new for specific use on the project.

No payment will be made for devices installed solely for the protection of the Contractor's work and which serve no useful purpose in protecting the safety of the public or workmen such as traffic cones for paint protection, devices installed to protect fresh concrete presenting no hazard, etc.

The Contractor will be expected to submit a balanced bid for all traffic control items. The submission of unbalanced bid prices may result in loss of contract award.

(b) Payment will be made under Item No.:

740-A Traffic Control Scheme - per lump sum
740-B Construction Signs - per square foot {square meter}
740-C Special Construction Signs - per square foot {square meter}
740-D Channelizing Drums - per each
740-E Cones (36 inches {900 mm} high) - per each
740-F Barricades, Type ___ - per each
740-G Barricades, Type I, (Portable, 24 inches {600 mm} wide) - per each
740-H Delineators - per each
740-I Warning Lights, Type ____ - per each
740-J Electric Incandescent or Fluorescent Light - per each
740-K Area Light - per each
740-L Vertical Panel Type _* , ___ Sided - per Each
740-O Pilot Car - per each
740-P Portable Rumble Strips - per lump sum

* Specify either I or II
** Specify either Single or Double

SECTION 880
SIGN MATERIALS

880.01 Sign Panels.

(a) Aluminum Sign Materials.

Subarticle 880.01(a) shall be replaced with the following:

(a) Aluminum Sign Materials.

1. General.

Aluminum sign materials shall conform to the details shown on the plans and the following:

The materials used, unless otherwise noted by plan details, shall meet the requirements noted below and, in addition, the material used shall be free from corrosion, white rust, water stains, dirt, and grease with the panels processed as noted in Item 2 below.

ALUMINUM SIGN MATERIALS	
USE	ALLOY & TEMPER DESIGNATION
Sign Panels	ASTM B 209 Alloy 5052-H38 or 6061-T6
Extruded Shapes (sign panels), Bars or Rods	ASTM B 221 Alloy 6063 - T6
Angles, Structural Shapes (including Stiffeners)	ASTM B 308 Alloy 6061-T6
*Bolts	ASTM B 211 Alloy 2024-T4
Tamper Proof Nuts ≤ ¼"	ASTM B 211 Alloy 2024 - T4
*Spring Lock Washers	ASTM B 211 Alloy 7075-T6
Washers	ASTM B 209 Alloy Alclad 2024 - T4
Rivets	ASTM B 316 Alloy 6053 - T6
Shims	ASTM B 209 Alloy 1100-0
Flange Splicing Material	ASTM B 209 Alloy 6061 - T6
Weld Filler Wire	ASTM B 285 Alloy ER 5356 or ER 5556
*Hex. Nuts (Plain)	ASTM B 211 Alloy 6262-T9
*Hex. Lock Nuts	ASTM B 211 Alloy 2017-T4
* Unless otherwise specified	

Aluminum Sign Panel Thickness	
Class 4, 9, and 10 Flat	0.080 inches {2.00 mm}
Class 2, 2A, and 6 Multiple Flat or Multiple Extruded Panels	0.125 inches {3.00 mm}

Aluminum bolts, nuts, and washers shall have an anodic coating of at least 0.0002 inch {0.0051 mm} in thickness and shall be chromate sealed.

Galvanized bolts, nuts, and washers as specified under Galvanized Signs, or stainless steel hardware meeting the requirements of ASTM F 593, will be acceptable in lieu of the above.

2. Special Treatment of Aluminum Sign Material.

Each panel shall receive a chemical conversion treatment that will produce an acceptable etched surface suitable for either porcelainizing or attachment of reflectorized or non-reflectorized sheeting.

3. Tests and Samples.

The Contractor shall furnish certified test reports confirming compliance with the requirements noted and, in addition, shall furnish samples of all materials used in the signs in accordance with current Departmental policy for evaluation and verification tests.

4. Recycled Aluminum Sign Panels.

Recycled aluminum sign panels will be allowed for installation in accordance with the following requirements.

Recycled sign panels shall be the same alloy and temper required for new sign panels. They shall be free of corrosion and white rust and shall meet the required tolerances for flatness and thickness for new sign panels. The process for removing the old reflectorized or non-reflectorized sheeting shall not damage the chromate coating. Smelting, sanding, and chemical stripping processes for recycling will not be allowed.

Recycled signs will be inspected, sampled, and tested in accordance with current Departmental policy, except certified test reports will not be required. The Contractor shall furnish a materials guaranty that the materials conform to the requirements for recycling the sign panels.

(d) Porcelain Enamel Signs.

Subarticle 880.01(d) shall be replaced with the following:

(d) Blank.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: April 20, 2022 GASP No. 22-GA0015

EFFECTIVE DATE: August 1, 2022

SUBJECT: Moving and Covering Traffic Control Signs.

Alabama Standard Specifications, 2022 Edition, SECTION 740 shall be amended as follows:

SECTION 740
TRAFFIC CONTROL DEVICES
FOR CONSTRUCTION WORK ZONES

740.03 Construction Requirements.

(a) Traffic Control Personnel, Devices, Equipment and Training.

Item 740.03(a)3 shall be replaced by the following:

3. Moving and Covering Traffic Control Signs and Other Devices While Not in Use.

During periods when signs and other devices are not being used for traffic control they shall be removed from the work area, covered with the specified material or otherwise positioned so they do not convey their message to the traveling public. If covered, the covering material shall be 1/2 inch {13 mm} (nominal size) exterior plywood or aluminum composite material cut to fit the shape of the sign panel. The covering material shall be installed in accordance with the plan details and in such manner that no damage will occur to the sign panel during installation. Covering material shall be maintained in a neat and workmanlike manner during its use.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: August 18, 2022 GASP No. 22-GA0016

EFFECTIVE DATE: January 1, 2023

SUBJECT: Traffic Signals.

Alabama Standard Specifications, 2022 Edition, SECTION 730 shall be amended as follows:

SECTION 730
TRAFFIC SIGNALS

730.05 Basis of Payment

(b) Payment will be made under Item No.

Subarticle 730.05(b) shall be replaced by the following:

(b) Payment will be made under Item No.

730-A Removal of Existing Traffic Control Unit *(1) (2)* - per lump sum
730-C Furnishing and Installing Traffic Control Unit *(2)* - per lump sum
730-E Metal Traffic Signal Pole Foundation - per each
730-F Metal Traffic Signal Pole with *(3)* Mast Arm Assembly - per each
730-G Traffic Signal Pole, (4), (5) - per each
730-H Loop Wire - per linear foot {meter}
730-I Loop Detector Lead-In Cable - per linear foot {meter}
730-J Vehicle Loop Detector - per each
730-K Traffic Signal Junction Box (6) - per each
730-L *(7), (8),* Conduit - per linear foot {meter}
730-M Interconnect Cable, *(9), (10)* AWG, *(11), (12)* - per linear foot {meter}
730-N Luminaire Extension Assembly, *(13)* feet {meters} - per each
730-O Illuminated Sign Assembly (14) (15) - per each
730-P *(16)* Signal Head, *(17)* Section, Type *(18)* - per each
730-Q Miscellaneous Equipment, (19) - per each
730-R Controller Assembly, Type *(20), (21)* Output Phase Channels - per each
730-S *(22)* Traffic Signal Preemption *(23) (24) (2)* - per lump sum
730-T Electrical Power Service Assembly (25) - per each
730-U *(26)* Detection System *(2)* - per lump sum
730-Y *(27)* Pedestal Pole and Foundation with *(28)* - per lump sum

(1) Specify Partial or Temporary if required
(2) Specify Intersection Location
(3) Specify Length of Mast Arm
(4) Specify Type (Metal Strain, Concrete Strain, Wood Strain, Pedestal)
(5) Specify State Furnished if required
(6) *Specify Size (Type S1, Type S2, or Type S3)*
(7) Specify Size (1 inch, 2 inch, or 3 inch) {27 mm, 53 mm, or 78 mm}
(8) Specify Type (metallic or non-metallic)
(9) Specify Type (Aerial Self-supporting, Aerial Lashed, or Underground)
(10) Specify Cable Size (No. 14 AWG or No. 19 AWG)
(11) Specify Number of Conductors or Pairs (9 Conductors or 6 Pairs)

(12) Specify (IMSA 20-1, IMSA 20-3, REA PE-22, REA PE-38, or REA PE-39)
(13) Specify Arm Length in Feet [Meters]
(14) Specify Lighting Method (with Flashing Beacon, or With Embedded LEDs)
(15) Specify Power Source (Solar, or Utility Powered)
(16) Specify Vehicular or Pedestrian
(17) Specify Number of Sections
(18) Specify Type (Incandescent, Optically Programmed, or LED)
(19) Specify Type (Backplate for Existing Signal Head, Pedestrian Push Button, Pedestal Pole and Foundation)
(20) Specify Type (NEMA or ATC)
(21) Specify Number of Output Channels (8, 16, or 32)
(22) Specify Type (Acoustical, Optical or GPS)
(23) Specify Whether or not Software is Required (With Software, or Without Software)
(24) Specify Whether or not Training is Required (With Training, or Without Training)
(25) Specify Whether or not Wood Pole is Required (With Wood Pole or Without Wood Pole)
(26) Specify Type [Video, Radar, Magnetometer, or Hybrid (Video/Radar)]
(27) Specify (Furnishing and Installing, Removal of, or Relocation of)
(28) Specify (Flashing Beacon, Pedestrian Signal Features, or Illuminated School Zone Sign)

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: January 5, 2023 GASP No. 22-GA0028

EFFECTIVE DATE: January 18, 2023

SUBJECT: Build America, Buy America Act.

Alabama Standard Specifications, 2022 Edition, SECTION 106 shall be amended as follows:

SECTION 106
CONTROL OF MATERIALS

106.01 Source of Supply and Quality Requirements.

(a) General.

1. Federal Participating Projects.

Item 106.01(a)1 shall be replaced by the following:

1. Federal Participating Projects.

a. Steel and Iron Products (Buy America).

Steel/iron materials from the initial melting and mixing of these materials and all manufacturing processes including the stage of applying a coating to these materials (epoxy coating, galvanizing, painting, or any other coating that protects or enhances the value of the coated material) that are permanently incorporated into the completed project shall be produced domestically (in the United States, its territories, or possessions). If any part of the project (defined by and including the NEPA document) is funded by Federal-aid, then the entire project must meet the Buy America provisions, including utility relocation reimbursements for Federal-aid funds authorized after October 1, 2012.

If the dollar amount of the foreign source steel/iron is less than $2,500 or 0.1% of the contract amount, whichever is greater, the foreign source steel/iron can be used in the project.

The Contractor shall provide certification that the steel/iron is domestically produced.

b. Build America, Buy America Act.

The Build America, Buy America Act (BABA) of the Infrastructure Investment and Job Act (IIJA) (Pub. L. No. 117-58 §§ 70901-52) expands the requirements of the Buy America Act to include permanently incorporated construction materials on Federal-aid projects.

A "construction material" as defined under BABA shall include any article, material, or supply - other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as sand, stone, or gravel; or aggregate binding agents or additives - that is or consists primarily of the following:

1. Non-ferrous metals;
2. Plastic and polymer-based products, including but not limited to polyvinylchloride, composite building materials, and polymers used in fiber optic cables;
3. Glass (including optic glass);
4. Lumber; or
5. Drywall

Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be considered as manufactured products rather than construction materials.

All construction materials must be manufactured in the United States. To be considered produced in the United States, at least the final manufacturing process and the immediately preceding manufacturing process must occur in the United States.

The Contractor assumes the risk of including any foreign materials that are not exempt, including iron or steel, in the Contractor's bid.

The Contractor has the obligation to remove and replace non-BABA complaint material unless a waiver is granted for the use. No claims for contract adjustment (additional time, money, or both) will be made because of the non-BABA complaint material.

The Contractor shall provide certification that the construction materials defined under BABA are domestically produced. After work is completed on the project, the Contract must submit a certification to the Engineer with the following information:

"I hereby certify that all construction materials furnished to the Alabama Department of Transportation for the construction of the above referenced project that are required to be compliant with the Build America Buy America Act have been produced in the United States of America as defined by §70912 "Definitions" of the Infrastructure and Investment Jobs Act (IIJA) (Public Law 117-58 - Nov. 15, 2021). I further certify that all supporting documentation is on file and will be maintained for a period of three (3) years after project completion."

The Contractor may maintain this documentation electronically or in paper format. The Department or FHWA may request to review the Contractor's supporting documentation to verify compliance with the Buy America provisions at any time. The Contractor shall provide the supporting documentation within five (5) business days of the request. The burden of proof to meet the Buy America provisions rests on the Contractor. If the supporting documentation does not undeniably demonstrate to the Department or FHWA that the iron or steel, manufactured products, or construction materials identified in the Certificates of Compliance were produced in the United States of America, then such iron, steel, manufactured products or construction materials will be considered unacceptable and must be replaced at no cost to the Department.

The Contractor shall not anticipate that any BABA preference provisions will be waived.

c. Convict Produced Materials.

Materials produced after July 1, 1991, by convict labor are prohibited from being incorporated in the work unless such materials have been:

- Produced by convicts who are on parole, supervised release, or probation from a prison or
- Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal-aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal-aid highway construction during the 12-month period ending July 1, 1987. "Qualified prison facility" means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in Federal-aid highway construction projects.

d. Cargo Preference Act.

Materials or equipment that are acquired solely for a Federal-aid project must comply with the requirements of 46 CFR 381. Clauses 46 CFR 381.7(a)-(b) are hereby incorporated into these Specifications by reference.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: August 29, 2023 GASP No. 22-GA0036

EFFECTIVE DATE: September 5, 2023.

SUBJECT: Contractor's Advertisement of Completion.

Alabama Standard Specifications, 2022 Edition, SECTION 105 shall be amended as follows:

SECTION 105
CONTROL OF WORK

105.15 Acceptance.

(c) Final Acceptance.

5. Contractor's Advertisement of Completion.

Item 105.15(c)5 shall be replaced by the following:

5. Contractor's Advertisement of Completion.

The Contractor, immediately after receiving Notice of Acceptance for Maintenance, shall give notice of said completion by publishing the notice for a minimum of three successive weeks using one or more of the following methods:

a. In a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
b. On a website that is maintained by a newspaper of general circulation in the county of counties in which the work, or some portion thereof, has been done.
c. If a newspaper is not published in a county where work is done, the notice may be given by posting at the Court House for 30 days and proof of the posting of the notice shall be given by the Contractor.

Proof of publication of said notice shall be made by the Contractor to the Director, by affidavit of the publisher.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: December 5, 2022 GASP No. 22-LD0001

EFFECTIVE DATE: January 1, 2023

SUBJECT: Liquidated Damages.

Alabama Standard Specifications, 2022 Edition, SECTION 108 shall be amended as follows:

SECTION 108
PROSECUTION AND PROGRESS

108.11 Schedule of Liquidated Damages.

Article 108.11 shall be replaced by the following:

108.11 Schedule of Liquidated Damages.

Original Contract Amount		Liquidated Damages Daily Charge	
More Than	To and Including	Calendar Day or Fixed Date	Work Day
$ 0	$ 200,000	$1325	$2650
200,000	10,000,000	2725	5450
10,000,000	------	3350	6700

When the contract time is on the calendar day or date basis, the schedule for calendar days shall be used. When the contract time is on a work day basis, the schedule for work days shall be used.

FHWA 1273 REQUIRED CONTRACT PROVISIONS FEDERAL AID CONSTRUCTION CONTRACTS

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30--day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

*****

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

LOCAL PUBLIC AGENCY
FEDERAL-AID FUNDED PROJECTS

LOCAL PUBLIC AGENCY

FEDERAL-AID FUNDED PROJECTS

PLEASE READ AND COMPLETE SECTIONS A AND B. THE EXECUTION HEREINAFTER MADE ALSO CONSTITUTES THE EXECUTION OF THE PROPOSAL AND REPRESENTS THE AGREEMENT OF THE CONTRACTOR TO COMPLY WITH ALL DOCUMENTS CONTAINED IN THE PROPOSAL AND THOSE REFERRED TO THEREIN. FAILURE TO SUBMIT THE SWORN CERTIFICATION THROUGH PAGE 6 OF THIS NOTICE WILL BE CONSIDERED A NON-RESPONSIVE BID. BID BOND MUST BE SEPARATELY EXECUTED BY CONTRACTOR AND SURETY.

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1.) Withholding monthly progress payments;
(2.) Assessing sanctions; and/or
(3.) Disqualifying the contractor from future bidding as non-responsive.

The Statement Required To Be Submitted By Proposed Contractor Pursuant To Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) and Regulations in 41 CFR Part 60-4 On All Federal and Federally-Assisted Contracts In Excess of $10,000 Will Be Included In the Award of Your Contract and Should Be Returned With Your Executed Contract.

The undersigned agrees that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be null and void.

The undersigned understands that in the event the term of this contract includes more than one fiscal year, said contract is subject to termination should funds not be appropriated for the continued payment of the contract in subsequent fiscal years.

The undersigned understands that in the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.

Section A: The Alabama Department of Transportation is obligated on every Federal-aid project to implement, to the extent practical, 49CFR26,"Participation by Disadvantaged Business Enterprises (DBE) in U.S. DOT Financial Programs". This participation can be achieved by race neutral and/or race conscious means.

When race conscious means are used the contract goal for DBE participation will be indicated on **Page Twenty-One** and in Section 111 of the Alabama Department of Transportation Standard Specifications for Highway Construction. Race neutral participation occurs when the contractor exceeds the indicated contract goal, or in the absence of a contract goal, obtains participation from a certified DBE that meets the CREDIT TOWARD PARTICIPATION portion of Section 111 of the Alabama Department of Transportation Standard Specifications for HighwayConstruction.

If the Department has determined that this project has sufficient opportunities for MBE/DBE participation the goal for this contract will be listed on **Page Twenty-One.** All bidders must complete form HR-DBE, "BIDDERS LIST OF QUOTERS FOR THE DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM."

If the contractor is low bidder for the project, it is understood the contractor will provide a DBE Utilization Plan which outlines the proposed percentage of DBE Utilization within five (5) calendar days of the letting date, along with documentation of the contractor's "Good Faith" efforts to utilize DBE firms if the proposed percentage of utilization is less than the designated project goal. The contractor's good faith efforts will fully comply with and meet all requirements, provisions and criteria of Title 49, Code of Federal Regulations, Part 26, including the criteria set forth in 49 CFR, Part 26, Appendix A and will comply with and meet the requirements, provisions and criteria set forth in Section 111 of the Alabama Department of Transportation

Standard Specifications for Highway Construction as all of such foregoing requirements, provisions and criteria are applicable to Disadvantaged Business Enterprises, all of which the contractor represents that he is familiar. The contractor understands that the good faith efforts of the contractor will be reviewed by the Department in keeping with all such requirements, provisions and criteria.

NOTE

The Department will advise the low bidder of his status as soon as possible after the opening of bids. A copy of the Department's DBE Utilization form has been attached to this proposal for use in complying with the Requirement.

Failure by the successful bidder to provide an acceptable DBE Utilization plan within the time frame required or failure of the successful bidder to make and document Good Faith Efforts, when applicable, will result in non-award of the contract to that bidder. If the contract is awarded to the next low bidder, the original low bidder will be prohibited from doing any work on the contract, either as subcontractor or in any other capacity. The original low bidder will also be prohibited from bidding on the project if it is re-advertised for letting. These restrictions shall apply to any other name under which the same person, individual, partnership, company, firm, corporation, association, co-operative or other legal entity that may be operating in which the principal owner(s) is involved.

Section B: CONTRACTOR'S CERTIFICATION

The contractor proposes to perform all "Force Account of Extra Work" that may be required on the basis provided in the Specifications hereto attached, and to give such work personal attention in order to see that it is economically performed.

The contractor further proposes to execute the Contract Agreement in a form to be attached as soon as the work is awarded to the contractor and to begin and complete the work within the respective time limit provided for in the Specifications hereto attached.

The contractor also proposes to furnish a Performance Bond, acceptable to the State, in an amount equal to the total amount of the contract. This bond shall serve not only to guarantee the completion of the work but also to guarantee the excellence of both workmanship and materials until the work is finally accepted. The contractor will also furnish a materialsman bond, acceptable to the State, equal to the amount of the contract.

The contractor encloses a cashier's check or bid bond for five percent (5%) of the bid, maximum $50,000.00, and hereby agrees that in case of failure to execute a contract and furnish bonds within fifteen (15) days* after notice of award, the awarding authority shall retain from the proposal guaranty, if it is a cashier's check, or recover from the principal and/or the sureties, if the guaranty is a bid bond, the difference between the amount of the Contract as awarded and the amount of the proposal of the next lowest acceptable bidder, which amount shall not exceed $50,000.00.

If no other bids are received, the full amount of the proposal guaranty shall be so retained and/or recovered as Liquidated Damages for such default. It is understood that in case the work is not awarded to the contractor, the proposal guaranty, if a cashier's check, will be returned as provided in the Alabama Department of Transportation Standard Specifications for Highway Construction.

In compliance with State of Alabama Act 2016-312, the contractor further certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade. In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term “economic boycott” is defined in Section 1 of the Act.

1. DISADVANTAGED BUSINESS ENTERPRISES

The contractor intends to comply with the contract documents to utilize Disadvantaged Business Enterprises (hereinafter referred to at times as (DBE)) to the extent practical and when, under Section A herein above, the contract documents specify a minimum monetary amount to be expended with Disadvantaged Business Enterprises, to equal or exceed said amount through subcontracting and/or by purchases of materials and services on the project.

*Time may be modified by Special Provision.

It is understood that failure to submit a Disadvantaged Business Enterprise Plan, when such is required by the contract within the time frame so specified, will be cause for assessment of penalties as provided in the contract.

It is further understood that failure to comply with the contract relating to Disadvantaged Business Enterprises, when such are applicable, will be cause for the assessment of penalties as provided in the contract.

2. REQUIREMENT BY THE EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS OF THE SECRETARY OF LABOR (41 CFR 60-1.7(b) (1))

THE CONTRACTOR MUST CHECK THE APPROPRIATE BOX BELOW:

The contractor submitting this proposal certifies that such contractor

HAS/ ✓ / HAS NOT /_____/

participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 1114 or 11246.

If the contractor checked the "HAS" box above, the following statement must be completed. The contractor submitting this proposal certifies that such contractor

HAS / ✓ / HAS NOT /_____/

filed with the Joint Reporting Committee, the director of OFCC, any Federal Agency or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements of those organizations. All reports due are considered to be those requested by one of these committees or agencies.

Concurrently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and who have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the director, Office of Federal Contract Compliance, U. S. Department of Labor.

3. COLLUSION

It is further certified that neither the person, firm, partnership or corporation submitting this bid, nor any of their officers, have directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

4. SUSPENSION/DEBARMENT

A. Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

Instructions for Certification

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion/Lower-Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

The prospective primary participant certifies, to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph of this

certification; and have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

B. For Lower-Tier Requirements, see Section XI of "Required Contract Provisions Federal-Aid Construction Contracts" located in the proposal.

Exceptions to the above are to be submitted on a separate sheet with the bid proposal. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5. LOBBYING RESTRICTIONS

These restrictions were established by Section 319 of Public Law 101-121 Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990).

The contractor certifies to the best of his/her knowledge and belief that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of congress, an officer or employee of Congress or an employee of a Member of congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The contractor also agrees by submitting this proposal that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

I further certify that I am a properly authorized individual or corporate official, as applicable, to make this certification that the above is true and correct; and that I recognize, by signing this certification, I am also signing the contract proposal on behalf of the contractor in whose name the proposal is made, whether individual, partnership, or corporation as might be applicable.

NOTE: PROVIDED THE BID BOND ON THE FOLLOWING TWO PAGES IS PROPERLY EXECUTED IN THE CONTRACTOR'S NAME, SIGNED BY AN AUTHORIZED OFFICER OF THE CONTRACTOR CORPORATION (OR INDIVIDUAL OR PARTNER, WHEN NOT A CORPORATION), THE SAME MAY MAKE THE FOREGOING CERTIFICATIONS BY SIGNING BEFORE A PROPERLY SWORN NOTARY PUBLIC. THE CERTIFICATIONS MUST BE PROPERLY SWORN TO, SIGNED AND NOTARIZED BELOW.

Signature of Contractor. If the contractor is an **INDIVIDUAL**, signature of the individual is required; if contractor is a **CORPORATION**, signature of proper corporate officer is required; if contractor is a **PARTNERSHIP**, signature of partner is required; if contractor is **JOINT VENTURE**, appropriate signatures of all contractors are required.

Legal name of Contractor:

McElhenney Construction Co. LLC
(Partnership, Joint Venture, Corporation or Individual)

By: _____
(Signature of Officer or Individual, as applicable)

By: _____
IF JOINT VENTURE (Signature of Officers or Individual, as applicable)

The foregoing certifications are sworn to and subscribed before me on this 11th day of June, 20 25.

_____
NOTARY PUBLIC

AWARD WILL NOT BE CONFERRED UNLESS THIS FORM IS COMPLETED AND SIGNED AND WITNESSED BY A NOTARY.

Ellen Reese Coombs
Notary Public
Alabama State at Large
My Commission Expires 12/12/2027

HR-DBE
Revised 06-08-2011

Date: 6/11/2025

Letting Date: 6/11/2025

BIDDER'S LIST OF QUOTERS

In accordance with 49 CFR Part 26.11, the Alabama Department of Transportation will establish its State Disadvantaged Business Enterprise (DBE) goal using Bidders' Lists of Quoters. These Bidders' Lists of Quoters will be used to determine the relative availability of DBE's and Non-DBE's. Each Bidder's List of Quoters is a compilation of quoters who have submitted quotes to the Bidder during the advertising period. Subsequent to notification as Apparent Low Bidder, the Bidder must submit an **updated** Form HR-DBE prior to award of contract. Form HR-DBE will accompany Form OE-110 (DBE Utilization Plan) if appropriate.

Each time Form HR-DBE is submitted to the Department, the Bidder shall list the quoters for the project, using additional sheets if necessary. The listing shall include EACH quoter's name, business location, telephone number and whether or not the quoter is an Alabama certified DBE. **FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER THE BID NON-RESPONSIVE AND THE BID MAY BE REJECTED.**

The term "quoter" shall include all subcontractors, manufacturers, and suppliers of materials.

BIDDER'S NAME: McElhenney Construction Company, LLC **PROJECT NUMBER:** 2018-3005-19 **COUNTY:** Mobile

Quoter's Name	Address	Telephone Number	DBE/Non-DBE
Smith Industrial Services	2001 N I-65 Service Rd. N. Mobile, AL 36618	251-243-1964	No
C & A Quality Construction	9351A HW 188 Irvington, AL 36544-3017	251-447-8167	Yes
Bennett Construction, LTD	2445 Clairmont Drive W, Semmes AL 36575	251-382-6626	Yes
M. A. Harrill	P.O. Box 938 Wilmer, AL 36587	251-402-5638	NO
Coastal Environmental	30441 Mill Ln, Ste. G Spanish Fort, AL 36527	251-510-1469	Yes
Inline, LLC	5535 Business Parkway Theodore, AL 36582	251-510-4413	No
Gulf Breeze Landscape	P.O. Box 347, Gautier, MS 39553	228-625-6090	NO
Renfroe, Hoofarts & Co., Inc.	11045 Old HW 31 Spanish Fort, AL 36527	251-680-5581	NO
C & H Construction Services	9408 Bellingrath Rd, Theodore, AL 36582	251-508-3640	NO

Form OE-110
Revised 12-2018

Alabama Department of Transportation
Disadvantaged Business Enterprise (DBE) Utilization Plan

Original ☒
Revised ☐

Project Number: 2018-3005-19
County: MOBILE
Letting Date: 6/11/25
Percent DBE Utilization Required:

Contractor Name: McGlannery Construction Co., LLC
Address: PO Box 1409
Theodore, AL 36590
Contract Amount: $16,797,719.65

DBE Firm Name & Certification Number	Type of Firm[3]	Pay Item No.	Description of Work (include quantities and subcontract unit prices *OR* list the type of work and attach additional pages for details)	Joint[4] Checks	Dollar Amount
Name: Evans and Company, INC Cert. Number: 03-01398	Supplier	See Attached	See Attached	No	$332,195.31
Name: Bennett Construction, LTD Cert. Number: 06-01370	Contractor	See Attached	See Attached	No	$318,000.00
Name: Steel Enforcers, INC Cert. Number: 04-01062	Contractor	See Attached	See Attached	No	$60,000.00
Name: Coastal Environmental and Erosion Control Cert. Number: 07-01003	Contractor	See Attached	See Attached	No	$104,625.00
Name: L+G Industries, LLC Cert. Number: 10-01491	Supplier	See Attached	See Attached	No	$414,000.00
Name: Innovative Contracting Services, LLC Cert. Number: 07-01182	Contractor	See Attached	See Attached	No	$734,910.00

Total Dollar Amount to DBEs: $2,599,520.31

Required Dollar Amount of DBE Utilization:

Instructions:
1. This plan must be submitted within 5 calendar days of the letting date.
2. The plan must indicate the contractor will meet the DBE goal noted in the proposal or documentation of good faith efforts must be attached.
3. Type of Firm – Contractor, Supplier, or Manufacturer
4. If joint checks will be used with a DBE Firm, indicate with "Yes" in the box and attach a copy of the applicable joint check agreement.

ALDOT Approval: _____

Date: _____

Form OE-110
Revised 12-2018

Alabama Department of Transportation
Disadvantaged Business Enterprise (DBE) Utilization Plan

Original ☒
Revised ☐

Project Number: 2018-3005-19
County: MOBILE
Letting Date: 6/11/25
Percent DBE Utilization Required:

Contractor Name: McElheaney Construction Co., LLC
Address: PO Box 1409
Theodore, AL 36590
Contract Amount: $16,797,719.65

DBE Firm Name & Certification Number	Type of Firm[3]	Pay Item No.	Description of Work (include quantities and subcontract unit prices *OR* list the type of work and attach additional pages for details)	Joint[4] Checks	Dollar Amount
Name: Carl A Quality Construction LLC Cert. Number: 02-01558	Contractor	See Attached	See Attached	No	$635,790.00
Name: Cert. Number:				No	
Name: Cert. Number:				No	
Name: Cert. Number:				No	
Name: Cert. Number:				No	
Name: Cert. Number:				No	

Instructions:
1. This plan must be submitted within 5 calendar days of the letting date.
2. The plan must indicate the contractor will meet the DBE goal noted in the proposal or documentation of good faith efforts must be attached.
3. Type of Firm – Contractor, Supplier, or Manufacturer
4. If joint checks will be used with a DBE Firm, indicate with "Yes" in the box and attach a copy of the applicable joint check agreement.

Total Dollar Amount to DBEs: _____

Required Dollar Amount of DBE Utilization: _____

ALDOT Approval: _____

Date: _____

Form OE-110, Page 2
DBE Certification/Commitment
Rev. 12-2018

Project Number: 2018-3005-19

County: Mobile

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: Robert McDonough

Signature of Authorized Representative: [signature]

Date: 6/13/25

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ Date: _____

Certification of DBE Subcontractor: Evans and Company Inc.

DBE Certification Number: 03-01398

Address: 7930 Zeigler Blvd. Mobile, AL. 36608

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: Julie E Holland

Signature of Authorized Representative: Julie E. Holland

Date: 06/13/2025

OE-7b
SEPT - 2018

Schedule of Values	
Project No(s).:	2018-3005-19
County:	Mobile County, AL
Subcontractor:	Evans & Company, Inc.

Item No.	Partial Item	Description	Qty	Units	Unit Price	Amount
618A001		#4 X 20' Rebar	11,613	Lbs	$ 7.75	$ 90,000.75
621C015		EJIW V-1867 Ring & Cover (for field use)	59	EA	$ 215.00	$ 12,685.00
621C171		ALDOT Type X Casting Set (for field use)	15	EA	$ 790.00	$ 11,850.00
621C161		Grate Drop Inlet Casting (for field use)	4	EA	$ 1,245.00	$ 4,980.00
621E001		EJIW V-1476 Ring & Cover (for field use)	32	EA	$ 545.00	$ 17,440.00
621E002		EJIW V-1476 Ring & Cover (for field use)	21	EA	$ 545.00	$ 11,445.00
533A097		15" Class 3 RCP	40	LF	$ 23.95	$ 958.00
533A098		18" Class 3 RCP	1,056	LF	$ 27.95	$ 29,515.20
533A099		24" Class 3 RCP	432	LF	$ 40.98	$ 17,703.36
533B097		18 x 11 Class 3 RCP	2,072	LF	$ 39.95	$ 82,776.40
533B098		22 x 14 Class 3 RCP	568	LF	$ 47.95	$ 27,235.60
533B100		36 x 23 Class 3 RCP	248	LF	$ 103.25	$ 25,606.00
						$ -
						$ -
					TOTAL:	$ 332,195.31

Project Number: _____

County: Mobile

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: Ethel B. Brooks

Signature of Authorized Representative: Ethel B Brooks Date: 6/13/25

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ Date: _____

Certification of DBE Subcontractor: Bennett Construction LTD

DBE Certification Number: 06-01370

Address: 2445 Clairmont Dr. W, Semmes, AL 36575

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: Ethel Bennett Brooks

Signature of Authorized Representative: Ethel B Brooks Date: 6-13-25

page 2
Jan 01 2000 00:01 Franklin Primary 251-434-8196

Bennett Construction, LTD - SUBLET ATTACHMENT Schedule of Values					
ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
621E-001	Manholes, Type M (All Depths) (See Note 35 Sheet 2J)	32	EA	$ 6,000.00	$ 192,000.00
621E-001	Manholes, Type L (All Depths) (See Note 35 Sheet 2J)	21	EA	$ 6,000.00	$ 126,000.00
				TOTALS:	$318,000.00

Form OE-110, Page 2
DBE Certification/Commitment
Rev. 12-2018

Project Number: _____

County: MOBILE

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: Robert McDonough

Signature of Authorized Representative: _____ **Date:** 6/13/25

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of DBE Subcontractor: Hall Enterprises Inc

DBE Certification Number: 04-01062

Address: P.O. Box 1832 Semmes, AL 36575

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: Courtney Holan

Signature of Authorized Representative: Courtney Holan **Date:** 6/13/25

OE-7b
SEPT - 2018

Schedule of Values	
Project No(s).:	2018-3005-19
County:	Mobile County, AL
Subcontractor:	Steel Enforcers, Inc.

Item No.	Partial Item	Description	Qty	Units	Unit Price	Amount
502A000		Steel Reinforcement	150,000	LB	$ 0.40	$ 60,000.00
					TOTAL:	$ 60,000.00

Form OE-110, Page 2
DBE Certification/Commitment
Rev. 12-2018

Project Number: _____

County: Mobile

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: Robert McDonough

Signature of Authorized Representative: _____ **Date:** 6/13/25

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of DBE Subcontractor: Coastal Environmental and Erosion Control, LLC

DBE Certification Number: 07-01003

Address: 30941 Mill Ln., Ste. G, #296, Spanish Fort, AL 36527

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: Allison Woodson

Signature of Authorized Representative: Allison Woodson **Date:** 06/13/2025

OE-7b
SEPT - 2018

Schedule of Values

Project No(s).: 2018-3005-19
County: Mobile County, AL
Subcontractor: Coastal Environmental and Erosion Control, LLC.

Item No.	Partial Item	Description	Qty	Units	Unit Price	Amount
600A000		Mobilization	1	LS	$ 2,500.00	$ 2,500.00
659C001		Rolled Erosion Control Product, Type S3	500	SY	$ 3.00	$ 1,500.00
665E000		Polyethylene	4,000	SY	$ 2.00	$ 8,000.00
665G000		Sand Bags	500	EA	$ 8.00	$ 4,000.00
665J002		Silt Fence	1,000	LF	$ 4.25	$ 4,250.00
665O000		Silte Fence Removal	1,000	LF	$ 1.25	$ 1,250.00
665P005		Inlet Protection, Stage 3 or 4	125	EA	$ 475.00	$ 59,375.00
665Q002		Wattle	2,500	LF	$ 9.50	$ 23,750.00
					TOTAL:	$ 104,625.00

Form OE-110, Page 2
DBE Certification/Commitment
Rev. 12-2018

Project Number: _____

County: MOBILE

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: Robert McDonough

Signature of Authorized Representative: _____ **Date:** 6/13/25

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of DBE Subcontractor: L&G Industries LLC

DBE Certification Number: 10-01491

Address: 2326 Wolfridge Road Prichard, AL 36612

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: Gisele M Figures

Signature of Authorized Representative: GMFigures **Date:** 6-13-25

L&G Industries - SUBLET ATTACHMENT

Schedule of Values

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Concrete Material	2,400	CY	$ 172.50	$ 414,000.00
				TOTALS:	$ 414,000.00

Form OE-410, Page 2
DBE Certification/Commitment
Rev. 12-2018

Project Number: _____

County: Mobile

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: Robert McDonough

Signature of Authorized Representative: _____ Date: 6/13/25

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ Date: _____

Certification of DBE Subcontractor: ALDOT

DBE Certification Number: 07-01182

Address: 852 SPRINGHILL AVE MOBILE, AL 36602

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: ANTHONY JOHNSON

Signature of Authorized Representative: _____ Date: 6/13/25

Innovative Contracting Services - SUBLET ATTACHMENT Schedule of Values					
ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Trucking	6,681	HR	$ 110.00	$ 734,910.00
				TOTALS:	$734,910.00

Project Number: _____

County: Mobile

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: Robert McDonough

Signature of Authorized Representative: _____ **Date:** 6/13/25

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of DBE Subcontractor: C and A Building Construction, LLC

DBE Certification Number: 02-01557

Address: 312 Kennedy Rd Irvington, AL 36544

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: Brenda Pierce

Signature of Authorized Representative: _____ **Date:** 6-13-25

C and A Quality Construction, LLC - SUBLET ATTACHMENT

Schedule of Values

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
618A-000	Concrete Sidewalk, 4" Thick	2,950	SY	$ 52.00	$ 153,400.00
618A-001	Concrete Sidewalk, 6" Thick	445	SY	$ 72.00	$ 32,040.00
618B-003	Concrete Driveway, 6" Thick (Includes Wire Mesh)	455	SY	$ 75.00	$ 34,125.00
618C-001	Detectable Warning Surface	1,150	SF	$ 10.00	$ 11,500.00
618D-000	Curb Ramp	662	SY	$ 300.00	$ 198,600.00
623A-000	Concrete Gutter	1,350	LF	$ 25.00	$ 33,750.00
623C-003	Combination Curb and Gutter Type C (Modified) (City of Mobile Standard)	6,895	LF	$ 25.00	$ 172,375.00
				TOTALS:	**$ 635,790.00**

ATTACHMENT "I"

RESTORE DIRECT COMPONENT (BUCKET 1) CONSTRUCTION CONTRACT ATTACHMENTS

CERTIFICATIONS RELATED
TO RESTORE ACT
DIRECT COMPONENT FUNDING

Required Attachments for RESTORE Direct Component (Bucket 1) Construction Contracts

Non-State and State Agency – Template version 12.27.2023

The "Required Attachments for RESTORE Direct Component Construction Contracts" is not intended to represent all requirements and obligations that may be applicable to contracts resulting from this solicitation. Any contract resulting from this solicitation will be subject to the terms and conditions of the Sub-Award Agreement between the Alabama Department of Conservation and Natural Resources ("ADCNR") and the Project Owner, the terms and conditions of the Federal Award from the U. S. Department of Treasury, including any Special Award Conditions, the ADCNR Sub-Award Terms and Conditions, the RESTORE Act Financial Assistance Standard Terms and Condition and Program-Specific Terms and Conditions under the "Direct Component," as amended, the RESTORE Act, 33 USC § 1321(t) et seq., the U.S. Department of Treasury Regulations governing the RESTORE Act, 31 CFR § 34 et seq., all applicable terms and conditions in 2 CFR Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended on August 13, 2020, including Appendix II to 2 CFR Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this contract. All of these terms and conditions apply to the Subrecipient and its Contractors, as well as any covered subcontractors or vendors whose work is funded as a result of this solicitation.

IT IS THE PRIME CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT THESE TERMS AND CONDITIONS ARE INCORPORATED INTO EACH SUBCONTRACT WHOSE WORK IS FUNDED AS A RESULT OF THIS SOLICITATION.

Requirements applicable to any contract and/or subcontract issued as a result of this solicitation include, but are not limited to:

- CERTIFICATIONS RELATED TO RESTORE ACT DIRECT COMPONENT FUNDING
- RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS
- ADCNR SUBAWARD GRANT AGREEMENT
- APPENDIX II TO 2 CFR PART 200: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
- LABOR STANDARDS SUPPLEMENTARY CONDITIONS TO THE CONSTRUCTION CONTRACT *(Davis Bacon and Related Acts)*
- PROCUREMENT OF RECOVERED MATERIALS
- PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OF EQUIPMENT
- DOMESTIC PREFERENCES FOR PROCUREMENTS

- CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- SAMPLE LETTER FROM CONTRACTOR TO MBE/WBE FIRMS

- 41 CFR §60-1.4(b) EQUAL OPPORTUNITY CLAUSE *(for Federally Assisted Construction Contracts)*

- 41 CFR §60-4.2(d) NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

- 41 CFR §60-4.3(a) STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246)

- SUBCONTRACTOR LISTING FORM *(The Lowest Responsive and Responsible Bidder MUST submit with required MBE/WBE documentation.)*

- FORM SF-LLL *(The Lowest Responsive and Responsible Bidder MUST submit this form prior to Award; the Prime Contractor will be required to submit this form for each subcontract exceeding $100,000 upon subcontract execution.)*

CERTIFICATIONS RELATED TO RESTORE ACT DIRECT COMPONENT FUNDING

By submitting a bid for this contract, bidders expressly acknowledge that:

1) This project is funded in whole or in part with grant funding from the Department of Treasury and the Alabama Department of Conservation and Natural Resources under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act);

2) Any contract resulting from this bid (including subcontracts) will be subject to the terms and conditions of said funding award, the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, the ADCNR Sub-Award Terms and Conditions, the RESTORE Act, 33 USC 1321(t), Treasury Regulations 31 CFR § 34 et seq., including 31 CFR §§ 34, Subpart D, all applicable terms and conditions in 2 CFR Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable.;

3) Any contract awarded (including subcontracts) will be subject to 31 CFR Part 19 – Governmentwide Debarment and Suspension (Nonprocurement); and,

4) Any contract awarded (including subcontracts) is subject to Treasury Title VI regulations, 31 CFR Part 22, for the implementation of Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000d, et seq.).

5) Any contract awarded (including subcontracts) will be subject to the laws and regulations of the United States and the State of Alabama.

The owner will not enter into a contract with a bidder, or the bidder's principals, if the bidder or its principals appear on the federal government's Excluded Parties List. Bidders hereby certify, by submission of a proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Bidders must verify that any subcontractor (or the subcontractor's principals) does not appear on the federal government's Excluded Parties List prior to executing a subcontract with that entity. The Excluded Parties List is accessible at http://www.sam.gov.

Bidders must register with SAM.gov AND obtain and activate a Unique Entity Identifier (UEI) prior to submitting a bid for this project. Each subcontractor will also be required to register with SAM.gov AND obtain and activate a UEI prior to beginning work on the project. Sam.gov registration must be maintained throughout the project period of performance.

The bidder must include a term or condition in all lower-tier covered transactions (i.e., subcontracts) that the transaction is subject to 31 CFR Part 19 - Governmentwide Debarment and Suspension (Nonprocurement).

RESTORE ACT

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS

PROGRAM-SPECIFIC TERMS AND CONDITIONS

RESTORE ACT

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

U.S. Department of the Treasury

December 2018

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RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

PREFACE

The grant agreement is comprised of the following documents:

1. A Notice of Award from the Department of the Treasury ("Treasury");
2. The RESTORE Act Financial Assistance Standard Terms and Conditions ("Standard Terms and Conditions");
3. The RESTORE Act Financial Assistance Program-Specific Terms and Conditions ("Program-Specific Terms and Conditions");
4. The approved application, including all documents, certifications, and assurances that are part of the approved application;
5. The approved scope of work;
6. The approved budget; and,
7. Any special terms and conditions applied by Treasury to the award ("Special Award Conditions").

The recipient must comply, and require each of its subrecipients, contractors, and subcontractors employed in the completion of the activity, project, or program to comply with all federal statutes, federal regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this federal financial assistance award ("Award"), as applicable, in addition to the certifications and assurances required at the time of application. This Award is subject to the laws and regulations of the United States.

Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, federal regulations, applicable notices published in the Federal Register, EOs, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. Special Award Conditions may amend or take precedence over Standard Terms and Conditions and Program-Specific Terms and Conditions.

Some of these Standard Terms and Conditions contain, by reference or substance, a summary of pertinent federal statutes, federal regulations published in the Federal Register (Fed. Reg.) or Code of Federal Regulations (C.F.R.), EOs, or OMB circulars. In particular, these Standard Terms and Conditions incorporate many of the provisions contained in OMB's Uniform Guidance for Grants and Cooperative Agreements (2 C.F.R. Part 200), which supersedes former OMB Circular A-102 (the former grants management common rule), OMB Circular A-133 (single audit requirements), and all former OMB circulars containing the cost principles for grants and cooperative agreements. To the extent that it is a summary, such a provision is not in derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular. Unless a definition is provided here, definitions can be found in the RESTORE Act (Public Law No. 112-141 (July 6, 2012)), Treasury's RESTORE Act regulations (79 Fed. Reg. 48039 (Aug. 15, 2014) and 79 Fed. Reg. 61236 (Oct. 10, 2014), codified at 31 C.F.R. Part 34)), and/or 2 C.F.R. Part 200.

A PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards made under the Direct Component include the following Program-Specific Terms and Conditions in this Section A:

1. **Administrative Costs**

   a. Administrative costs are defined at 31 C.F.R. § 34.2.

   b. Under no circumstances may the recipient use more than three percent of the Award funds received for administrative costs. Administrative costs do not include indirect costs that are identified specifically with, or readily assignable to facilities, as defined in 2 C.F.R. § 200.414. Costs borne by subrecipients do not count toward the three percent cap.

   c. Up to 100 percent of program income may be used to pay for allowable administrative costs, subject to the three percent cap.

2. **Oil Spill Liability Trust Fund**

   The recipient must not seek any compensation for the approved program or project from the Oil Spill Liability Trust Fund. If the recipient is authorized to make subawards, the recipient must not use Direct Component funds to make subawards to fund activities for which any claim for compensation was filed and paid out by the Oil Spill Liability Trust Fund after July 6, 2012.

3. **Remedies for Noncompliance**

   a. If Treasury determines that the recipient has expended Direct Component funds to cover the cost of any ineligible activities, in addition to the remedies available in Section M of these Standard Terms and Conditions, per 31 C.F.R. § 34.804, Treasury will make no additional payments to the recipient from the Gulf Coast Restoration Trust Fund (Trust Fund), including no payments from the Trust Fund for activities, projects, or programs until the recipient has either (1) deposited an amount equal to the amount expended for the ineligible activities in the Trust Fund, or (2) Treasury has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act.

   b. If Treasury determines the recipient has materially violated the terms of this Award, Treasury will make no additional funds available to the recipient from any part of the Trust Fund until the recipient corrects the violation.

B PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards under the Centers of Excellence Research Grants Program include the following Program-Specific Terms and Conditions in this Section B:

1. **Allowable Costs**

   In addition to the prohibitions contained in 2 C.F.R. Part 200, Subpart E (*Cost Principles*), the following costs are unallowable unless approved in writing by Treasury:

   a. Construction, including the alteration, repair, or rehabilitation of existing structures. Facilities costs are allowable as indirect costs in a federally approved negotiated indirect cost rate.

   b. Acquisition of land or interests in land.

2. **Notifications**

   a. If the selection of a Center or Centers of Excellence occurs after the start date of this Award, the recipient must promptly inform Treasury of the following:

      i. Name of the Center of Excellence and the entity selected to administer it, including the names of member organizations if the entity is a consortium;

      ii. The DUNS Number of the entity;

      iii. Location of the entity;

      iv. Discipline or disciplines assigned to the Center of Excellence;

      v. Description of the actual public input process undertaken, including a summary of any comments received and a description of how they were addressed; and

      vi. The estimated budget for the Center, including the total allocation of funded dollars for the Center.

   b. The recipient must immediately notify Treasury if it anticipates selecting a new entity or consortium to serve as a Center of Excellence, or making other changes to the initial selection of Center(s) of Excellence described in the scope of work.

3. **Performance Reports**

   In addition to the reporting requirements in Section D, the recipient must submit an annual report to the Gulf Coast Ecosystem Restoration Council ("Council"), in a form prescribed by the Council that includes information on subrecipients, subaward amounts, disciplines addressed, and any other information required by the Council. When the subrecipient is a consortium, the annual report must also identify the consortium members. The recipient must provide a copy of this report to Treasury when it submits the report to the Council.

C FINANCIAL REQUIREMENTS

1. Applicable Regulations

This Award is subject to the following federal regulations and requirements. This list is not exclusive:

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subparts A through F, and any Treasury regulations incorporating these requirements.

b. Treasury's RESTORE Act regulations, 31 C.F.R. Part 34.

c. Governmentwide Debarment and Suspension, 31 C.F.R. Part 19.

d. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

e. New Restrictions on Lobbying, 31 C.F.R. Part 21.

f. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170.

g. Award Term related to Trafficking in Persons, 2 C.F.R. Part 175.

2. Scope of Work

The recipient must only use funds obligated and disbursed under this Award for the purpose of carrying out activities described in the attached approved scope of work. The recipient must not incur or pay any expenses under this Award for activities not related to the attached approved scope of work unless Treasury first approves an Award amendment explicitly modifying the approved scope of work to include those activities.

3. Period of Performance; Pre-award Costs

The recipient must use funds obligated and disbursed under this Award only during the period of performance specified in the Notice of Award, which is the time period during which the recipient may incur new obligations and costs to carry out the work authorized under this Award. The only exception is for costs incurred prior to the effective date of this Award, which are allowable only if:

a. Treasury specifically authorized these costs in writing on or after the issuance date of this Award;

b. Incurring these costs was necessary for the efficient and timely performance of the scope of work; and

c. These costs would have been allowable if incurred after the date of the award.

4. Indirect Costs

a. The recipient may only charge indirect costs to this Award if these costs are allowable under 2 C.F.R. Part 200, subpart E (*Cost Principles*).

b. Indirect costs charged must be consistent with an accepted de minimis rate or the indirect cost rate agreement negotiated between the recipient and its cognizant agency (defined as the federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, see 2 C.F.R. § 200.19) and must be included in the recipient's budget.

c. Unallowable direct costs are not recoverable as indirect costs.

d. The maximum dollar amount of allocable indirect costs charged to this Award shall be the lesser of:

   i. The line item amount for the indirect costs contained in the approved budget, including all budget revisions approved in writing by the Treasury; or,

   ii. The total indirect costs allocable to this Award based on the indirect cost rate approved by a cognizant or oversight federal agency and applicable to the period in which the cost was incurred, provided that the rate is approved on or before the Award end date.

5. **Cost Sharing and Budget Limitations**

   a. The recipient is not required to contribute any matching funds.

   b. The recipient shall not request or receive additional funding beyond what was included in the approved application for the attached approved scope of work from any federal or non-federal source without first notifying Treasury.

6. **Program Income**

   Any program income (defined at 2 C.F.R. § 200.80) generated by the recipient or the subrecipient during the period of performance of the award or subrecipient agreement, as applicable, must be included in the approved budget and be used for the purposes of the Award and under the conditions of these Standard Terms and Conditions and any Special Award Conditions, i.e. solely to accomplish the approved scope of work.

7. **Incurring Costs or Obligating Federal Funds Beyond the Expiration Date**

   The recipient must not incur costs or obligate funds under this Award for any purpose pertaining to the operation of the activity, project, or program beyond the end of the period of performance. The only costs which are authorized for a period up to 90 days following the end of the period of performance are those strictly associated with close-out activities. Close-out activities are normally limited to the preparation of final progress, financial, and required audit reports unless otherwise approved in writing by Treasury. Under extraordinary circumstances, and at Treasury's sole discretion, Treasury may approve the recipient's request for an extension of the 90-day closeout period.

8. **Tax Refunds**

   Refunds of taxes paid under the Federal Insurance Contributions Act (FICA) and the Federal Unemployment Tax Act (FUTA) that are received by the recipient during or after the period of performance must be refunded or credited to Treasury if these taxes were paid out of RESTORE Act funds in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*). The recipient agrees to contact Treasury immediately upon receipt of these refunds.

9. **Subawards**

a. If the recipient is permitted to make subawards under this award, the recipient must execute a legally binding written agreement with the subrecipient which includes a budget by federal object class categories or fixed amount (2 CFR 200.332) if approved by Treasury. This agreement must incorporate all the terms and conditions of this Award, including any Special Award Conditions, and must include the information at 2 C.F.R. § 200.331. The recipient must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200.

b. The recipient must evaluate and document each subrecipient's risk of noncompliance with federal statutes, federal regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring strategy, as described in 2 C.F.R. § 200.331(b).

c. The recipient must monitor the subrecipient's use of federal funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient is administering the subaward in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and to ensure that performance goals are achieved.

d. The recipient must provide training and technical assistance to the subrecipient as necessary.

e. The recipient must, if necessary, take appropriate enforcement actions against non-compliant subrecipients.

f. If lower tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward applies the terms and conditions of this Award, including any Special Award Conditions, to all lower tier subawards through a legally binding written agreement, and that a subrecipient who makes a subaward carries out all the responsibilities of a pass-through entity described at 2 C.F.R. Part 200.

g. The recipient must maintain written standards of conduct governing the performance of its employees involved in executing this Award and administration of subawards.

   i. No employee, officer, or agent shall participate in the selection, award, or administration of a subaward supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization in which he/she serves as an officer or which employs or is about to employ any of the parties mentioned in this section, has a financial interest or other interest in the organization selected or to be selected for a subaward.

   ii. The officers, employees, and agents of the recipient shall neither solicit nor accept anything of monetary value from subrecipients.

   iii. A recipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward.

   iv. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

D RECIPIENT REPORTING AND AUDIT REQUIREMENTS

1. **Financial Reports**

   a. The recipient must submit a "Federal Financial Report" (SF-425) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 must be submitted within 90 days after the end of the period of performance.

   b. In the remarks section of each SF-425 submitted, the recipient must describe by federal budget class category the use of all funds received by the recipient and subrecipient (if applicable).

   c. The report must be signed by an authorized certifying official who is the employee authorized by the recipient organization to submit financial data on its behalf.

   d. The recipient must submit all financial reports via http://www.GrantSolutions.gov, unless otherwise specified by Treasury in writing.

2. **Performance Reports**

   a. The recipient must submit an SF-PPR ("Performance Progress Report"), a "RESTORE Act Status of Performance Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) and an updated "RESTORE Act Milestones Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period, except the final report, which is due 90 days following the end of the period of performance.

   b. The recipient must submit all performance reports in (a) above, via http://www.GrantSolutions.gov, unless otherwise specified in writing by Treasury, and the recipient must complete these reports according to the following instructions:

      i. SF-PPR: In the "performance narrative" attachment (section B of the SF-PPR), the recipient must provide the following information:

         a) In Section B-1:

            1) Summarize activities undertaken during the reporting period by the recipient and any subrecipients (if applicable);

            2) Summarize any key accomplishments, including milestones completed for the reporting period;

            3) List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and

            4) If the recipient or any subrecipient is authorized to make

subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief description of the scope of work.

b) In Section B-2:

1) Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized. If so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and

2) Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget. If the scope of work is not on schedule, the recipient should propose a revised schedule and update its milestone report.

c) In Section B-3:

Summarize any significant findings or events, including any data compiled, collected, or created, if applicable.

d) In Section B-4:

Describe any activities to disseminate or publicize results of the activity, project, or program, including data and its repository and citations for publications resulting from this Award.

e) In Section B-5:

1) Describe all efforts taken to monitor contractor and/or subrecipient performance, including site visits, during the reporting period.

2) For subawards, indicate whether the subrecipient(s) submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings; and

3) For awards where Davis-Bacon Act provisions are applicable, indicate whether the recipient and/or subrecipient(s) received and reviewed certified weekly payroll records and/or whether the recipient or subrecipient(s) conducted labor interviews.

4) Describe any other activities or relevant information not already provided.

f) In Section B-6:

Summarize the activities planned for the next reporting period.

ii. "RESTORE Act Status of Performance Report": Instructions are provided on the report form.

iii. "RESTORE Act Milestones Report": Instructions are provided on the report form.

3. **Interim Reporting on Significant Developments per 2 C.F.R. § 200.328(d)**

a. Events may occur between the scheduled performance reporting dates that have significant impact upon the activity, project, or program. In such cases, the recipient must inform Treasury as soon as the following types of conditions

become known:

i. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of this Award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

ii. Favorable developments, which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

b. The recipient must:

i. Promptly provide to Treasury and the Treasury Inspector General a copy of all state or local inspector general reports, audit reports other than those prepared under the Single Audit Act, and reports of any other oversight body, if such report pertains to an award under any RESTORE Act component, including the Comprehensive Plan Component and Spill Impact Component.

ii. Immediately notify Treasury and the Treasury Inspector General of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to grant funds.

iii. Promptly notify Treasury upon the selection of a contractor or subrecipient performing work under this Award, and include the name and DUNS number for the subrecipient or contractor, and the total amount of the contract or subaward.

4. **Audit Requirements**

The recipient is responsible for complying, and ensuring all subrecipients comply, with all audit requirements of the Single Audit Act and 2 C.F.R. Part 200 Subpart F – Audit Requirements.

5. **Operational Self-Assessment**

The recipient must submit a revised *Operational Self-Assessment* form no later than June 30th of each calendar year for the duration of this Award. Only one *Operational Self-Assessment* must be submitted per recipient per year. In completing the form, the recipient must note controls or activities that have changed from its previous submission. The recipient must submit the *Operational Self-Assessment* electronically to restoreact@treasury.gov, unless otherwise specified in writing by Treasury. The form may be downloaded at Direct Component OSA or Centers of Excellence OSA.

E FINANCIAL MANAGEMENT SYSTEM AND INTERNAL CONTROL REQUIREMENTS

1. Recipients that are states must expend and account for Award funds in accordance with the applicable state laws and procedures for expending and accounting for the state's own funds. All other recipients must expend and account for Award funds in accordance with federal laws and procedures. In addition, all recipients' financial management systems must be sufficient to:

a. Permit the preparation of accurate, current, and complete SF-425, SF-PPR, RESTORE Act Milestones Report, and RESTORE Act Status of Performance Reports, as well as reporting on subawards, if applicable, and any additional reports required by any Special Award Conditions;

b. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with all applicable federal, state, and local requirements, including the RESTORE Act, Treasury RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

c. Allow for the comparison of actual expenditures with the amount budgeted for each Award made to the recipient by Treasury under the RESTORE Act.

d. Identify and track all RESTORE Act awards received and expended by the assigned grant number, which is the Universal Award ID (as provided by Treasury), the year the Award was made, the awarding agency (Treasury), and the program's CFDA title and CFDA number (21.015).

e. Record the source and application of funds for all activities funded by this Award, as well as all awards, authorizations, obligations, unobligated balances, assets, expenditures, program income, and interest earned on federal advances, and allow users to tie these records to source documentation such as cancelled checks, paid bills, payroll and attendance records, contract and subaward agreements, etc.

f. Ensure effective control over, and accountability for, all federal funds, and all property and assets acquired with federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.

2. The recipient must establish written procedures to implement the requirements set forth in section H below (Award Disbursement), as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*) and the terms and conditions of this Award.

3. The recipient must establish and maintain effective internal controls over this Award in a manner that provides reasonable assurance that the recipient is managing this Award in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The recipient must evaluate and monitor its compliance, and the compliance of any subrecipients, with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and promptly remedy any identified instances of noncompliance. When and if an instance of noncompliance cannot be remedied by the recipient, the recipient must promptly report the instance of noncompliance to Treasury and the Treasury Inspector General, followed by submitting a proposed mitigation plan to Treasury.

4. The recipient must take reasonable measures to safeguard protected personally identifiable information (PII) consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

F RECORDS RETENTION REQUIREMENTS

1. The recipient must retain all records pertinent to this Award for a period of three years, beginning on a date as described in 2 C.F.R. § 200.333. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

b. Copies of all subawards and all documents related to a subaward. For competitively selected subawards, documents may include those relevant to and required by the recipient's or subrecipient's selection process such as the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms;

c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients;

d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this Award;

e. All supporting documentation for the performance outcome and other information reported on the recipient's SF-425s, SF-PPRs, RESTORE Act Milestones Reports, and RESTORE Act Status of Performance Reports; and

f. Any reports, publications, and data sets from any research conducted under this Award.

2. If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

3. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.333.

4. If the recipient is authorized to make subawards, the recipient must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.333.

G THE FEDERAL GOVERNMENT'S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE

1. <u>Access to Records</u>

a. Treasury, the Treasury Office of Inspector General, and the Government Accountability Office have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

b. If the recipient is authorized to make subawards, the recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent

to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained (see Section F above).

If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its contract a requirement that the contractor make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained (see Section F above).

2. **Access to the Recipient's Sites.**

The Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this Award.

H AWARD DISBURSEMENT

1. Unless otherwise specified in a Special Award Condition, Treasury will make advance payments under this Award. However, if one of the following occurs, Treasury will require Award funds to be disbursed on a reimbursement basis either with or without pre-approval of drawdown requests: (1) Treasury determines that the recipient does not meet the financial management system standards (see Section E) included in these Standard Terms and Conditions, (2) Treasury determines that the recipient has not established procedures that will minimize the time elapsing between the transfer of funds and disbursement, or (3) Treasury determines that the recipient is in noncompliance with the RESTORE Act, Treasury's RESTORE Act regulations, other pertinent federal statutes, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and/or any Special Award Conditions, and determines that the appropriate remedy is to require payment on a reimbursement basis.
2. If reimbursement is used, Treasury may require pre-approval of drawdown requests. If Treasury requires pre-approval of drawdown requests, Treasury will provide the recipient with instructions on what billing to submit. Treasury will make payment within 30 calendar days after receipt of the billing, unless Treasury determines the request to be improper, in which case payment will not be made.
3. To the extent available, the recipient must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments of Award funds.
4. Treasury will use the Department of Treasury's Automated Standard Application for Payment (ASAP) system to disburse payments of Award funds. In order to receive payments, the recipient must first enroll in ASAP.gov. Treasury creates and funds account(s) for recipients in ASAP.gov, and recipients access their account(s) online to request funds. All Award funds will be disbursed electronically using the Automated Clearing House (ACH) for next day or future day payments only. Awards paid through ASAP.gov may contain controls or withdrawal limits set by Treasury.
5. Requirements applicable to recipients that are states: Payment methods of state

agencies or instrumentalities must be consistent with Treasury-State agreements under the Cash Management Improvement Act, 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers," and Treasury Financial Manual (TFM) 4A-2000 Overall Disbursing Rules for All Federal Agencies.

6. Requirements applicable to recipients that are not states: The recipient must minimize the time between the transfer of funds from Treasury and the use of the funds by the recipient. Advance payments to the recipient must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the approved activity, project, or program. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the parish or county for activity, project, or program costs and the proportionate share of any allowable indirect costs. Advances should not be drawn down more than three business days before expenditure. Advanced funds not disbursed in a timely manner must be promptly returned to Treasury. The recipient must make timely payment to contractors (vendors) in accordance with the contract provisions.
7. Advances of federal funds must be deposited and maintained in United States Government-insured interest-bearing accounts whenever possible. The recipient is not required to maintain a separate depository account for receiving Award funds. If the recipient maintains a single depository account where advances are commingled with funds from other sources, the recipient must maintain on its books a separate subaccount for the Award funds. Consistent with the national goal of expanding opportunities for women-owned and minority-owned business enterprises, the recipient is encouraged to ensure fair consideration of women-owned and minority-owned banks (a bank which is owned at least 50 percent by women or minority group members).
8. The recipient must maintain advances of federal funds in interest bearing accounts, unless one of the following conditions applies:
    a. The recipient receives less than $120,000 in federal awards per year;
    b. The best reasonably available interest bearing account would not be expected to earn interest in excess of $500 per year on federal cash balances; or
    c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
9. On an annual basis, the recipient must remit interest earned on federal advance payments deposited in interest-bearing accounts to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to $500 per year may be retained by the recipient and used for administrative costs.

I EFFECT OF A GOVERNMENT SHUTDOWN ON DISBURSEMENTS AND THE AVAILABILITY OF TREASURY PERSONNEL

In the event of a federal government shutdown, Treasury will issue guidance to the recipient concerning the expected effects on this Award.

J NOTIFICATIONS AND PRIOR APPROVALS

1. Notifications

In addition to other notifications required under these Standard Terms and Conditions, the recipient must promptly notify Treasury in writing whenever any of the following is anticipated or occurs:

a. A vacancy or change to key personnel listed in the application.

b. Any termination of a subaward prior to the expiration of the agreement with the subrecipient.

c. Except for changes described in (2) below, the recipient may revise the budget without prior approval. If the recipient alters the budget, the recipient must provide a revised budget form (SF-424A or SF-424C, as applicable) to Treasury as an attachment to the SF-PPR, reflecting all budget revisions from the same period covered by the SF-PPR. Acceptance of such budget information does not constitute Treasury's approval of the revised budget.

2. **Prior Approvals**

a. The recipient must obtain prior written approval from Treasury whenever any of the following actions is anticipated:

i. A change in the scope or the objective of the activity, project, or program (even if there is no associated budget revision requiring prior written approval);

ii. A need to extend the period of performance;

iii. A need for additional federal funds to complete the activity, project, or program;

iv. The transfer of funds among direct cost categories or programs, functions, and activities if this Award exceeds the Simplified Acquisition Threshold (defined at 2 C.F.R. § 200.88) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by Treasury;

v. The subawarding, transferring or contracting out of any work under this Award (this provision does not apply to the acquisition of supplies, material, equipment or general support services), unless described in the application and approved in this Award.;

vi. Any transfer between the non-construction and construction activities; and

vii. The inclusion of costs that require prior approval in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles, unless described in the application and approved in this Award.

b. If requesting a no-cost extension to this Award, the request must be made no less than 30 days prior to the end of the period of performance for this Award. Any extension of the period of performance requires prior written approval from Treasury.

K PROPERTY

1. **General Requirements**

a. The recipient must comply with the property standards at 2 C.F.R. § 200.310 through § 200.316 for real property, equipment, supplies, and intangible property. The recipient must also comply with the RESTORE Act requirements concerning the acquisition of land and interests in land at 31 C.F.R. § 34.803.

b. No real property or interest in real property may be acquired under this Award unless authorized in the approved scope of work.

2. **Supplies and Equipment**

a. Requirements that are applicable to recipients that are states:

i. Equipment: The recipient must use, manage, and dispose of equipment acquired under this Award in accordance with state laws and procedures.

ii. Supplies: If the recipient has a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the activity, project, or program and the supplies are not needed for any other federal award, the recipient must report the value and the retention or sale of such supplies by submitting to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* no later than 60 days after the end of the Period of Performance.

b. Requirements that are applicable to recipients that are not states:

i. Equipment and Supplies: During the period of performance, the recipient must seek disposition instructions from Treasury for equipment and/or unused or residual supplies acquired under this Award if the current fair market value of the equipment and/or unused or residual supplies is greater than $5,000 per unit. The recipient must seek disposition instructions before disposing of the property by submitting a completed *SF-428 Tangible Personal Property Report* and *SF-428-C Disposition Request/Report*. Not later than 60 days after the end of the period of performance, the recipient must submit to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* if the recipient retains any equipment with a current fair market value greater than $5,000 per unit or a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the activity, project, or program and the equipment and/or supplies are not needed for any other federal award.

L AMENDMENTS AND CLOSEOUT

1. **Amendments**

a. The terms of this Award may be amended with the written approval of the recipient and Treasury.

b. Treasury reserves the right to amend the terms of this Award if required by federal law or regulation.

c. Amendments must be requested in writing, and must include an explanation for the reason this Award should be amended.

2. **Closeout**

a. Treasury will close out this Award when it determines that all applicable administrative actions and all required work of this Award have been completed.

b. Within 90 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension, the recipient must submit any outstanding SF-PPR and RESTORE Act Status of Performance reports, as well as the required reporting on subawards, if applicable, plus a final SF-425 report. In the remarks section of the final SF-425 report, the recipient

must describe by federal budget class category the final use of all funds received by the recipient and subrecipient (if applicable).

c. The recipient must liquidate all obligations incurred under this Award not later than 90 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension.

d. The recipient must promptly refund any balances of unobligated cash that Treasury paid.

e. Following receipt of reports in paragraph (a) of this section, Treasury will make upward or downward adjustments to the allowable costs, and then make prompt payment to the recipient for allowable, unreimbursed costs.

f. The closeout of this Award does not affect any of the following:

i. The right of Treasury to disallow costs and recover funds on the basis of a later audit or other review;

ii. The obligation of the recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;

iii. The recipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

M REMEDIES FOR NONCOMPLIANCE

1. If Treasury determines that the recipient has failed to comply with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, or any Special Award Conditions, Treasury may take any of the following actions (in addition to the remedies in Section A.3, above, applicable to Direct Component awards):

a. Impose additional Special Award Conditions such as:

i. Allowing payment only on a reimbursement basis, with pre-approval of drawdown requests,

ii. Requiring additional reporting or more frequent submission of the SF-425, SF-PPR, or RESTORE Act Status of Performance Report,

iii. Requiring additional activity, project, or program monitoring,

iv. Requiring the recipient or one or more of its subrecipients to obtain technical or management assistance, and/or

v. Establishing additional actions that require prior approval;

b. Temporarily withhold payments pending correction of the noncompliance;

c. Disallow from funding from this Award all or part of the cost of the activity or action not in compliance;

d. Wholly or partly suspend or terminate this Award;

e. Withhold additional Awards; and/or

f. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180.

Treasury will notify the recipient in writing of Treasury's proposed determination that an instance of noncompliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that Treasury proposes to pursue. The recipient

will have 30 calendar days to respond and provide information and documentation contesting Treasury's proposed determination or suggesting an alternative remedy. Treasury will consider any and all information provided by the recipient and issue a final determination in writing, which will state Treasury's final findings regarding noncompliance and the remedy to be imposed.

2. In extraordinary circumstances, Treasury may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest Treasury's determination or suggest an alternative remedy in writing to Treasury, and Treasury will issue a final determination.
3. Instead of, or in addition to, the remedies listed above, Treasury may refer the noncompliance to the Treasury Office of Inspector General for investigation or audit. Treasury will refer all allegations of fraud, waste, or abuse to the Treasury Inspector General.
4. Treasury may terminate this Award in accordance with 2 C.F.R. § 200.339. Requests for termination by the recipient must also be in accordance with 2 C.F.R. § 200.339. Such requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. If Treasury determines that the remaining portion of this Award will not accomplish the purpose of this Award, Treasury may terminate this Award in its entirety.
5. If this Award is terminated, Treasury will update or notify any relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321 and implementing guidance at 2 C.F.R. Part 180.
6. Costs that result from obligations incurred by the recipient during a suspension or after termination are not allowable unless Treasury expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination, and are not in anticipation of it; and (2) the costs would be allowable if the Award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

N DEBTS

1. **Payment of Debts Owed the Federal Government**
   a. Any funds paid to the recipient in excess of the amount to which the recipient is finally determined to be authorized to retain under the terms of this Award constitute a debt to the federal government.
   b. Any debts determined to be owed the federal government must be paid promptly by the recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges (see paragraphs c, d, and e below) shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
   c. The minimum annual interest rate to be assessed on any debts is the Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm. The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in Treasury's written demand for payment.
   d. Penalties on any debts shall accrue at a rate of not more than 6 percent per year

or such other higher rate as authorized by law.

e. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

f. Funds for payment of a debt must not come from other federally sponsored programs. Verification that other federal funds have not been used will be made, e.g., during on-site visits and audits.

2. **Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs**

Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by Treasury, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the federal government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

O NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. **Statutory Provisions**

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;

e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, ("ADAAA"), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

f. Any other applicable non-discrimination law(s).

2. **Regulatory Provisions**

a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or

activities receiving federal financial assistance;

b. Treasury Title IX regulations, 31 C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities;

c. Treasury Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

3. **Other Provisions**

a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).

b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. **Title VII Exemption for Religious Organizations**

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. **Protections for Whistleblowers**

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

a. A Member of Congress or a representative of a committee of Congress;

b. An Inspector General;

c. The Government Accountability Office;

d. A Treasury employee responsible for contract or grant oversight or management;

e. An authorized official of the Department of Justice or other law enforcement

agency;

f. A court or grand jury; and/or

g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

P REQUIREMENT TO CHECK DEBARMENT AND SUSPENSION STATUS OF SUBRECIPIENTS, CONTRACTORS, SUBCONTRACTORS AND VENDORS

1. Recipients that are authorized to enter into subawards or contracts to accomplish all or a portion of the approved scope of work must verify that a proposed subrecipient or contractor (if the contract is expected to equal or exceed $25,000) or its principals, does not appear on the federal government's Excluded Parties List prior to executing an agreement or contract with that entity. Recipients may not enter into a subaward or contract with an entity that appears on the Excluded Parties List. The Excluded Parties List is accessible at http://www.sam.gov.
2. The recipient must ensure that any agreements or contracts with subrecipients or contractors (vendors) require that they verify that their contractors (for contracts expected to equal or exceed $25,000), subcontractors (for subcontracts expected to equal or exceed $25,000), or principals that the subrecipients or contractors engage to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipients and contractors may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.
3. The recipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 31 C.F.R. Part 19.

Q DRUG FREE WORKPLACE

The recipient must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

R LOBBYING RESTRICTIONS

1. Lobbying Restrictions

   a. Solely for the purposes of Section R of these Standard Terms and Conditions, "recipient" is used as defined at 31 C.F.R. § 21.105(0). Solely for the purposes of Section R of these Standard Terms and Conditions, "award recipient" refers to the recipient of this RESTORE Act award from Treasury.

   b. All recipients must comply with the provisions of 31 U.S.C. § 1352, as amended, and with regulations at 31 C.F.R. Part 21. No appropriated funds may be expended by the recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant or the extension, continuation, renewal, amendment, or modification of any Federal grant.

2. **Certification**

a. Each person who requests or receives from Treasury a RESTORE Act grant shall file with Treasury a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the person has not made, and will not make, any payment prohibited under 31 U.S.C. § 1352, as amended.

b. The certification shall be filed pursuant to 31 C.F.R. § 21.100(a) and (b).

c. Any subrecipient, at any tier, who receives a subaward exceeding $100,000 under this award, shall file with the tier above them a certification, set forth in appendix A of 31 C.F.R. Part 21, that the subrecipient as not made, and will not make, any payment prohibited by 31 C.F.R. § 21.100(a). Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.

d. Any contractor or subcontractor, at any tier, who receives a contract or subcontract exceeding $100,000 under this award, shall file with the tier above them a certifications, set forth in Appendix A of 31 C.F.R. Part 21, that the contractor or subcontractor has not made, and will not make, any payment prohibited by 31 U.S.C. § 1352, as amended. Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.

e. Every certification filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation if forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required certification, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352.

3. **Disclosure of Lobbying Activities**

a. The award recipient of this RESTORE Act grant from Treasury, if this grant exceeds $100,000, shall file with Treasury disclosure form SF-LLL, set forth in Appendix B of 31 CF.R. Part 21, if that award recipient is paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant.

b. Every recipient of a subaward under this RESTORE Act grant from Treasury, if this grant exceeds $100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.

c. Every recipient of a contract or subcontract under this RESTORE Act grant from Treasury, if this grant exceeds $100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee

of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.

d. Every SF-LLL disclosure form filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required disclosure, the United States may pursue all available remedies, including those authorized by 31 US.C. § 1352,

e. Pursuant to 31 C.F.R. § 21.110(c), every recipient must file a new disclosure form at the end of each calendar quarter in which a payment, or an agreement to make a payment, is made which would have otherwise required reporting at the time of application. Moreover, if an event occurs during the calendar quarter which materially affects the accuracy of information reported on the disclosure form previously submitted, the submitter must file a new disclosure form. Events which "materially affect" the accuracy of information already reported include:

   i. A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;

   ii. A change in the persons(s) influencing or attempting to influence; and/or

   iii. A change in the Federal official(s) contacted to influence or attempt to influence a covered Federal action,

f. The award recipient must submit its form SF-LLLs, as well as those received from subrecipients, contractors and subcontractors, to Treasury within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.

g. The award recipient must include a statement in all subaward, contracts and subcontracts exceeding $100,000 in federal funds, that the subaward, contract, or subcontract is subject to 31 U.S.C. § 1352,

h. The award recipient must require subrecipients, contractors and subcontractors to submit form SF-LLL to the award recipient with 15 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure from previously filed.

S PROCUREMENT

1. The recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the

quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2. When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.
3. The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub-contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will notify the recipient in writing of the final determination.
4. Requirements applicable to recipients and subrecipients that are states: When executing procurement actions under this Award, the recipient must follow the same policies and procedures it uses for procurements from its non-federal funds. The recipient must ensure that every purchase order or other contract contains any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards*, as well as any other provisions required by law or regulations.
5. Requirements applicable to recipients and subrecipients that are not states: The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, and 200.324. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards*.
6. Contracting with small and minority businesses, women's business enterprise, and labor surplus area firms, 2 C.F.R. § 200.321. Recipients and subrecipients that are not states must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

    a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

    b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

    c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

    d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

    e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,

    f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) through (e) of this paragraph.

T RESEARCH INVOLVING HUMAN SUBJECTS

1. No research involving human subjects is permitted under this Award unless expressly authorized by a special award condition, or otherwise in writing by Treasury.
2. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.
3. The recipient and subrecipient, as appropriate, must maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the recipient must submit appropriate documentation to Treasury for approval by the appropriate Treasury officials. This documentation may include:
    a. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;
    b. Documentation to support an exemption for the project;
    c. Documentation to support deferral for an exemption or IRB review; or
    d. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.
4. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by Treasury.

U ENVIRONMENTAL REQUIREMENTS

The recipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including but not limited to the following federal statutes, regulations, and EOs. If the recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations, and executive orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package:

1. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
2. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
3. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738
4. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
7. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)

10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
11. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
12. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. §1801)
13. Marine Mammal Protection Act, as amended (16 U.S.C § 31)
14. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
15. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
16. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
17. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431—1445)
18. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
19. Rivers and Harbors Act of 1899 (33 U.S.C § 407)
20. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
21. Flood Management, EO 11988, as amended by EO 13690, and Protection of Wetland, EO11990, May 24, 177, as amended by EO 12608
22. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
23. Coral Reef Protection, EO 13089
24. Invasive Species, EP 13112

V MISCELLANEOUS REQUIREMENTS AND PROVISIONS

The recipient must comply with all miscellaneous requirements and provisions described in this section and, when applicable, require its subrecipients, contractors, and subcontractors to comply. This list is not exclusive:

1. **Prohibition Against Assignment by the Recipient**

   Notwithstanding any other provision of this Award, the recipient must not transfer, pledge, mortgage, or otherwise assign this Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of Treasury.

2. **Disclaimer Provisions**

   a. The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.

   b. The acceptance of this Award by the recipient does not in any way constitute an agency relationship between the United States and the recipient.

3. **Prohibited and Criminal Activities**

   a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).

   b. False Statements, as amended (18 U.S.C. § 1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.

   c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.

   d. False Claims Act, as amended (31 U.S.C. 18 U.S.C. § 3729 et seq.), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs

   e. Copeland "Anti-Kickback" Act, as amended (18 U.S.C. § 874 and 40 U.S.C. § 276c), prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland "Anti-Kickback" Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

4. **Political Activities**

   The recipient must comply, as applicable, with provisions of the Hatch Act, as amended (5 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

5. **American-Made Equipment and Products**

   The recipient is hereby notified that it is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this Award.

6. **Increasing Seat Belt Use in the United States**

   Pursuant to EO 13043, the recipient should encourage its employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

7. **Minority Serving Institutions (MSIs) Initiative**

   Pursuant to EOs 13555 and13270, as amended, Treasury is strongly committed to broadening the participation of MSIs in its financial assistance programs. Treasury's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from federal financial assistance programs. Treasury encourages recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website at http://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html.

8. **Research Misconduct**

Treasury adopts, and applies to Awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the EO of the President's Office of Science and Technology Policy on December 6, 2000 (65 Fed. Reg. 76260 (2000)). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Recipients that conduct research funded by Treasury must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipients also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the Award, up to and including Award termination and possible suspension or debarment. Treasury requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to Treasury, which will also notify the Treasury Office of Inspector General of such allegation. Once the recipient has investigated the allegation, it will submit its findings to Treasury. Treasury may accept the recipient's findings or proceed with its own investigation; Treasury shall inform the recipient of the Treasury's final determination.

9. **Care and Use of Live Vertebrate Animals**

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act, as amended, (16 U.S.C. § 1531 et seq.); Marine Mammal Protection Act, as amended, (16 U.S.C. § 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act, as amended, (16 U.S.C. § 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by federal financial assistance.

10. **The Trafficking Victims Protection Act of 2000, as amended, (22 U.S.C. § 7104(g)), and the implementing regulations at 2 C.F.R. Part 175**

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, *as defined in 2 C.F.R.* §175.25(d), without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity*

1. You as the recipient, your employees, subrecipients under this Award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that this Award is in effect;

ii. Procure a commercial sex act during the period of time that this Award is in effect; or

iii. Use forced labor in the performance of this Award or subawards under this Award.

2. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a.1 of this Section V.10; or

ii. Has an employee who is determined by the agency official authorized to terminate this Award to have violated a prohibition in paragraph a.1 of this Section V.10 through conduct that is either—

A. Associated with performance under this Award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

b. *Provision applicable to a recipient other than a private entity.* We as the federal awarding agency may unilaterally terminate this Award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this Section V.10; or

2. Has an employee who is determined by the agency official authorized to terminate this Award to have violated an applicable prohibition in paragraph a.1 of this Section V.10 through conduct that is either—

i. Associated with performance under this Award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

c. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this Section V.10.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this Section V.10:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this Award.

3. You must include the requirements of paragraph a.1 of this Section V.10 in any subaward you make to a private entity.

d. *Definitions.* For purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Award; or

ii. Another person engaged in the performance of the project or program under this Award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).

B. A for-profit organization

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at § 103 of the TVPA, as amended (22 U.S.C. § 7102).

11. **The Federal Funding Accountability and Transparency Act of 2006, as amended, (Pub. L. No. 109-282, 31 U.S.C. § 6101 note)**

a. The award term at Appendix A of 2 C.F.R. Part 170 is hereby incorporated by reference.

b. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on federal awards to be made available to the public via a single, searchable website. This information is available at www.USASpending.gov. The FFATA Subaward Reporting System (FSRS) is the reporting tool federal prime awardees (*i.e.*, prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime grant awardees will report against sub-grants awarded. The subaward information entered in FSRS will then be displayed at http://www.USASpending.gov.

c. Recipients of RESTORE Act funding are subject to FFATA subaward reporting requirements as outlined in the OMB guidance on FFATA issued August 27, 2010. The recipient is required to file a FFATA subaward report by the end of the month following the month in which the recipient makes any subaward greater than or equal to $25,000. This includes any action that brings the cumulative total award to $25,000 or more. This report must be filed electronically at http://www.fsrs.gov.

d. The recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, by the end of the month following the month in which this Award is made, and annually thereafter if—

i. The total federal funding authorized to date under this Award is $25,000 or more; and

ii. In the preceding fiscal year, the recipient received—

1) 80 percent or more of annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. § 170.320 (and subawards); and

2) $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

e. The recipient must report on the total compensation of its subrecipients' five most highly compensated executives, as required by FFATA, and must include provisions in every executed contract or agreement with affected subrecipients requiring the subrecipient to provide all information necessary for the recipient to report on subrecipient executive compensation. The recipient must report on subrecipient executive compensation by the end of the month following the month during which the recipient makes the subaward.

f. The recipient must keep its information current in SAM (System for Award Management, which is the successor to the Central Contractor Registry, (CCR)) at least until submission of the final SF-425 or receipt of the final Award payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information. SAM is the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management Internet site (currently at https://www.sam.gov/portal/public/SAM/).

g. If the recipient is authorized to make subawards under this Award, the recipient must notify potential subrecipients that the recipient may not make a subaward to any entity unless that entity has provided its Data Universal Numbering System (DUNS) number to the recipient. A DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.

12. **Recipient Integrity and Performance Matters (80 FR 43301, July 22, 2015) Reporting of Matters Related to Recipient Integrity and Performance**

a. *General Reporting Requirement*

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then the recipient during that period of time must maintain the accuracy of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph b. of

this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

b. *Proceedings About Which The Recipient Must Report*

The recipient must submit the information required about each proceeding that:

i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
ii. Reached its final disposition during the most recent five year period; and
iii. Is one of the following:

1) A criminal proceeding that resulted in a conviction, as defined in paragraph e. of this award term and condition;
2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
3) An administrative proceeding, as defined in paragraph e. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
4) Any other criminal, civil, or administrative proceeding if:

a) It could have led to an outcome described in paragraph b.iii. 1), 2), or 3) of this award term and condition;
b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

c. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph b of this award term and condition. The recipient does not need to submit the information a second time under assistance awards that the recipient received if they already provided the information through SAM because they were required to do so under Federal procurement contracts that they were awarded.

d. *Reporting Frequency*

During any period of time when the recipient is subject to the requirement in paragraph1 of this award term and condition, the recipient must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that they have not reported previously or affirm that there is new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

e. *Definitions*

For purposes of this award term and condition:

i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

iii. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

13. **Publications and Signage**

Any publications (except scientific articles or papers appearing in scientific, technical, or professional journals) or signage produced with funds from this Award, or informing the public about the activities funded in whole or in part by this Award, must clearly display the following language: "This project was paid for [in part] with federal funding from the Department of the Treasury under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Department of the Treasury."

14. **Homeland Security Presidential Directive 12**

If the performance of this Award requires the recipient's personnel to have routine access to Treasury-controlled facilities and/or Treasury-controlled information systems (for purpose of this term "routine access" is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, Treasury will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under this Award must comply with Treasury personal identity verification procedures that implement Homeland Security Presidential Directive 12, "Policy for a Common Identification Standard for Federal Employees and Contractors", FIPS PUB 201, as amended, and OMB Memorandum M-05-24, as amended. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this Award comply with the requirements contained in this Section V.14. Treasury may delay final payment under this Award if the subrecipient or contractor fails to comply with the requirements listed in the section below. The recipient must insert the following term in all subawards

and contracts when the subrecipient or contractor is required to have routine physical access to a Treasury-controlled facility or routine access to a Treasury-controlled information system:

a. The subrecipient or contractor must comply with Treasury personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication, FIPS PUB 140-2, as amended, for all employees under this subaward or contract who require routine physical access to a federally controlled facility or routine access to a federally controlled information system.

b. The subrecipient or contractor must account for all forms of government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by Treasury:

   i. When no longer needed for subaward or contract performance;

   ii. Upon completion of the subrecipient or contractor employee's employment; or

   iii. Upon subaward or contract completion or termination.

15. **Foreign Travel**

a. The recipient and subrecipient may not use funds from this Award for travel outside of the United States unless Treasury provides prior written approval.

b. The recipient and subrecipient must comply with the provisions of the Fly America Act, as amended, (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131–301-10.143.

c. The Fly America Act requires that federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.

d. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website http://www.gsa.gov/portal/content/103191. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website http://www.state.gov/e/eeb/tra/.

e. If a foreign air carrier is anticipated to be used for any portion of travel funded under this Award, the recipient must receive prior approval from the Treasury. When requesting such approval, the recipient must provide a justification in

accordance with guidance provided by 41 C.F.R. § 301–10.142, which requires the recipient to provide Treasury with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the recipient must provide Treasury with a copy of the agreement or a citation to the official agreement available on the GSA website. Treasury shall make the final determination and notify the recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the recipient not being reimbursed for any transportation costs for which the recipient improperly used a foreign air carrier.

16. **Export Control**

a. This clause applies to the extent that this Award involves access to export-controlled items.

b. In performing this financial assistance Award, the recipient may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR) issued by the Department of Commerce (DOC). The recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The recipient shall establish and maintain effective export compliance procedures throughout performance of the Award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.

c. Definitions:

i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730–774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application.

ii. Deemed Export/Re-export. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the United States. If such a release occurs abroad, it is considered a deemed re-export to the foreign national's home country. Licenses from DOC may be required for deemed exports or re-exports.

d. The recipient shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this Award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable federal statutes, EOs, and/or regulations, including the EAR.

e. To the extent the recipient wishes to provide foreign nationals with access to export-controlled items, the recipient shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.

f. Nothing in the terms of this Award is intended to change, supersede, or waive the requirements of applicable federal statutes, EOs, and/or regulations.

g. Compliance with this Section V.15 will not satisfy any legal obligations the recipient may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120–130), including releases of such items to foreign nationals.

h. The recipient shall include this clause, including this paragraph (i), in all lower tier transactions (subawards, contracts, and subcontracts) under this Award that may involve access to export-controlled items.

SUPPLEMENTAL STANDARD TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT FOR ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY

W ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY

1. **Compliance with State, Local and Federal Requirements**

The project must comply with all applicable federal laws and regulations, and with all requirements for state, and local laws and ordinances to the extent that such requirements do not conflict with federal laws. The recipient is also responsible for supervising the design, bidding, construction, and operation of construction projects in compliance with all award requirements. The recipient must comply with, and must require all contractors and subcontractors, to comply with all federal, state, and local laws and regulations. The recipient must ensure compliance with special award conditions which may contain conditions that must be satisfied prior to advertisement of bids, start of construction, or other critical event.

2. **Title**

Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that the recipient has acquired good and merchantable title free of all mortgages, foreclosable liens, or encumbrances, to all land, rights of way and easements necessary for the completion of the project.

3. **Permitting Requirements**

Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that recipient has received all federal, state and local permits necessary for the completion of the project.

4. **Federal Interest in Real Property**

"Federal interest" refers to real property that is acquired or improved, in whole or in part, with RESTORE Act Direct Component funds, which must be held in trust by the Recipient for the benefit of the project for the Estimated Useful Life of the project, during which period Treasury retains an undivided equitable reversionary interest in the real property (i.e., the "federal interest").

5. **Estimated Useful Life**

Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the recipient for the purpose(s) for which the award was made for the Estimated Useful Life. Estimated Useful Life means the period of years that constitutes the expected useful lifespan of a project, as determined by Treasury, during which Treasury

anticipates obtaining the benefits of the project pursuant to project purposes authorized by the RESTORE Act. For this award the recipient has proposed an Estimated Useful Life from the date of construction completion. Treasury's issuance of the grant agreement represents its concurrence with the recipient's proposed Estimated Useful Life.

The recipient's obligation to the federal government continues for the Estimated Useful Life of the project, as determined by Treasury, during which Treasury retains an undivided equitable reversionary interest (the "federal interest") in the property improved, in whole or in part, with the Treasury investment.

If Treasury determines that the recipient has failed or fails to meet its obligations under the terms and conditions of this award, Treasury may exercise its rights or remedies with respect to its federal interest in the project. However, Treasury's forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.

6. **Commencement of Construction**

The recipient should not commence construction prior to the date of the Award. The recipient must make a written request to Treasury for permission to commence construction after the construction contractor has been selected and at least 30 days prior to construction. For project costs to be eligible for Treasury reimbursement, Treasury must determine that the award of all contracts with associated costs are in compliance with the scope of the project and all terms and conditions of this award, and all necessary permits have been obtained, and the federal interest is secure. No construction funds may be drawn from ASAP without Treasury's written permission. If the recipient commences construction prior to Treasury's determination, the recipient proceeds at its own risk.

Treasury will only review contract amendments or change orders which change the scope of a contract.

7. **Use of Real Property**

Encumbering real property on which there is a federal interest without prior Treasury approval is an unauthorized use of the property and of project trust funds under this award. See 2 C.F.R. § 200.316. Real property or interest in real property may not be used for purposes other than the authorized purpose of the award without the express, prior written approval of Treasury, for as long as the federal government retains an interest in the property. The property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by Treasury. The recipient must maintain facilities constructed or renovated with grant funds in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life.

In the event that the real property or interest in real property is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from Treasury consistent with 2 C.F.R. § 200.311.

8. **Recording the Federal Interest in the Real Property**

To document the federal interest, the recipient agrees to prepare and properly record a "Covenant of Purpose, Use and Ownership" (Covenant), or, where a subrecipient is the title owner, to ensure that the subrecipient prepares and properly records a "Covenant of Purpose, Use and Ownership" (Covenant) on the property acquired or improved with federal assistance funds. See 2 C.F.R. § 200.316. This Covenant does not establish a

traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest, or the ability of Treasury to foreclose on the real property at any time. Rather, pursuant to the Covenant, the recipient and/or the subrecipient, as applicable, acknowledges that it holds title to the real property in trust for the public purposes of the financial assistance award and agrees, among other commitments, that it will repay the federal interest if it disposes of or alienates an interest in the real property, or uses it in a manner inconsistent with the public purposes of the award, during the Estimated Useful Life of the property.

a. The Covenant must be satisfactory in form and substance to Treasury, must include the name and current address of the recipient and subrecipient (if applicable), the grant award number, amount and date of award and subrecipient agreement (if applicable), date of the purchase of property (if applicable), and the Estimated Useful Life of the project. It must also include statements that the real property will only be used for purposes consistent with the RESTORE Act; that it will not be mortgaged or used as collateral, sold or otherwise transferred to another party, without the written permission of Treasury; and that the federal interest cannot be subordinated, diminished, nullified or released through encumbrance of the property, transfer of the property to another party or any other action the recipient/subrecipient takes without the written permission of Treasury.

b. The recipient agrees to provide to Treasury an attorney's title opinion as to the title owner of the property, and to properly record, in accordance with applicable law, the Covenant in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the real property during its Estimated Useful Life, and that Treasury retains an undivided equitable reversionary interest in the real property to the extent of its participation in the project for which funds have been awarded.

c. Treasury requires an opinion of counsel for the recipient to substantiate that the document has been properly recorded.

d. Failure to properly and timely file and maintain documentation of the federal interest may result in appropriate enforcement action, including, but not limited to, disallowance of the cost of the acquisition or improvement by Treasury.

e. The Federal Interest must be perfected and recorded/filed in accordance with state and/or local law concurrent with the acquisition of the real property, where an award includes real property acquisition, and for construction of buildings and projects to improve the real property, no later than the date construction and/or improvement work commences.

f. When the Estimated Useful Life of the project is ended, the federal interest is extinguished and the federal government has no further interest in the real property.

Exclusions from the requirement that the federal interest on real property be recorded will be at Treasury's sole discretion. The types of projects for which Treasury may agree to this exclusion are those projects for which federal funds will not be used to fund the construction of built structures, improvements to state parks, water and sewer lateral line projects affecting private properties, and shoreline stabilization projects.

9. **Administration, Operation and Maintenance**
The recipient agrees to administer, operate, and maintain the project for its Estimated

Useful Life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations. The recipient must not be in breach of its obligations under this award except to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force that prevents the recipient from honoring its contractual obligations under this Agreement and which, by exercise of the recipient's reasonable care, diligence and foresight, such recipient was unable to avoid. Uncontrollable Forces include, but are not limited to:

a. Strikes or work stoppage;

b. Floods, earthquakes, or other natural disasters; terrorist acts; and

c. Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the recipient, claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction. Neither the unavailability of funds or financing, nor conditions of national or local economies or markets must be considered an Uncontrollable Force.

10. **Reporting Requirement**

The recipient must complete and submit to Treasury a report on the status of the real property or interest in real property in which the federal government retains an interest, using a *SF-429 Real Property Status Report* form annually for the first three years after real property acquisition or completion of construction, and thereafter every five years until the end of the Estimated Useful Life or time of disposition, whichever is less. All reports must be for the period ending December 31, or any portion thereof, beginning with the year of completion of construction or real property acquisition, and are due no later than 30 days following the end of the reporting period.

11. **Insurance**

The recipient must, at a minimum, provide the equivalent insurance coverage for real property improved with federal funds as provided to property owned by the recipient state, county or parish, in compliance with 2 C.F.R. § 200.310.

12. **Bonding**

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the recipient or pass-through entity may request in writing that Treasury accept its bonding policy and requirements. If Treasury determines that the federal interest in the project is adequately protected, the recipient or pass-through entity need not comply with the following three bonding requirements. For all other recipients and pass-through entities, the minimum requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold are as follows:

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

13. **Floodplain Requirements**

In accordance with 44 C.F.R. Part 9, prior to Treasury's authorization to commence construction in a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of a Floodplain Notice, that the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for adverse project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to Treasury's satisfaction. This notice may be satisfied through a federal/state environmental assessment process used as the vehicle for public notice, involvement, and explanation per 44 C.F.R. § 9.8(2).

In addition, prior to Treasury's authorization to commence construction of structures and/or buildings within a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of the following:

a. Floodplain Protection: That the project engineer/architect has certified that the project facility will be adequately protected from damage by floods in this area of apparent potential flood hazard. The evidence must include adequate justification for the Base Flood Elevation designation for the financial assistance award site.

b. Floodplain Insurance: That the community is participating in the National Flood Insurance Program, and that as required, the recipient will purchase flood insurance.

14. **Goals for Women and Minorities in Construction**

Department of Labor regulations set forth in 41 C.F.R. § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of $10,000. The recipient must comply with these regulations and must obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4.

a. The goal for participation of women in each trade area must be as follows: From April 1, 1981, until further notice: 6.9 percent;

b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and,

c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The recipient must include the "Standard Federal Equal

Employment Opportunity Construction Contract Specifications" (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6.

15. **Davis Bacon Act, as amended (40 U.S.C. §§ 3141–3148)**

Davis-Bacon Act-related provisions are applicable for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C § 1292; or for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. When required, all prime construction contracts in excess of $2,000 awarded by the non-Federal entity must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, and §§ 3146–3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition contracts must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to Treasury. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contracts and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation or which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to Treasury.

16. **Equal Opportunity Clause**

Pursuant to 41 C.F.R. § 60-1.4(b), Federally assisted construction contracts, for construction which is not exempt from the requirements of the equal opportunity clause, 41 C.F.R. Part 60-1—Obligations of Contractors and Subcontractors, [t]he [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

41 C.F.R. § 60-1.4 Equal opportunity clause.

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, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided 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 qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

17. **Revised ADA Standards for Accessible Design for Construction Awards**

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the "2010 ADA Standards for Accessible Design" (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

ADCNR SUBAWARD GRANT AGREEMENT

STATE OF ALABAMA

ADCNR Grant #: M1A12-ISLS

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT

THIS SUBAWARD GRANT AGREEMENT ("Agreement") is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Subrecipient"). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter "Parties") agree as follows:

1. PROJECT PURPOSE AND IDENTITY: The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter "RESTORE Act") to Subrecipient for implementation of the RESTORE Act Direct Component project titled "Innovating St. Louis Street: Mobile's Technology Corridor" (hereinafter "Project"). The purpose of this project is to design and reconstruct the roadbed, adjacent, and subsurface, infrastructure within the St. Louis Street right-of-way, further described in the Federal Award I RDCGR010105-01-00This Agreement between the Parties will be identified by the "ADCNR Grant Number" set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.

2. FEDERAL AWARD INFORMATION: The Project's Financial Assistance Award (hereinafter "Federal Award" in its entirety is hereby incorporated into this Agreement by reference and attached as Exhibit A. Information as to the Federal Award associated with the Project includes the following:

   a. Federal Award Identification Number (FAIN): I RDCGR010105-01-00
   b. Federal Award Period of Performance: 03/01/2020 – 02/28/2023
   c. Total Amount of Federal Funds Obligated to Subrecipient: $5,885,000.00
   d. Subrecipient DUNS#: 010396687
   e. Total Amount of Federal Award: $6,029,234.00
   f. Name of Federal Awarding Agency: U.S. Department of Treasury, Office of Gulf Coast Restoration (hereinafter "Treasury")
   g. Pass-Through Entity & Awarding Official Contact Information:
      Alabama Department of Conservation and Natural Resources
      Commissioner Christopher M. Blankenship
      64 N. Union Street; Suite 468
      Montgomery, AL 36130
   h. CFDA Number & Name: CFDA# 21.015 "Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf States"
   i. Indirect Cost Rate of Subrecipient: 0%

3. AGREEMENT FUNDING AMOUNT: ADCNR's funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of five million eight hundred eighty-five thousand and xx/100 dollars (**$5,885,000.00**).

4. PROJECT PERIOD: The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on the March 1, 2020 and end on February 28, 2023.

5. AGREEMENT TERM: The term of this Agreement shall commence when the Agreement is executed by both Parties, and end on February 28, 2023 (hereinafter "Agreement Term").

6. APPLICABLE LAWS: Subrecipient shall perform and/or procure all Agreement Services in accordance with all applicable federal, state and local laws, codes, regulations, and ordinances, including, but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and U.S. Treasury Regulations. In addition, Subrecipient shall procure all applicable federal, state, and local permits and pay all said fees. Subrecipient shall at all times maintain effective internal control providing reasonable assurance as to compliance with all requirements.

7. AGREEMENT SERVICES: Subrecipient hereby agrees, in proper sequence and in the time herein specified, to perform all tasks and to provide all the necessary labor, materials, equipment, services and facilities necessary to achieve Project completion and fulfill all terms of this Agreement in accordance with all requirements of the Federal Award, including, but not limited to, any Treasury-specific Special Award Conditions, and the U.S. Treasury RESTORE Act Financial Assistance Standard Terms and Conditions contained therein, and all applicable laws (hereinafter "Agreement Services"). Research and Development are not services funded under this subaward.

8. RELIANCE UPON SUBRECIPIENT: Subrecipient acknowledges and hereby accepts responsibility to stay current as to necessary compliance measures. ADCNR is relying upon the Subrecipient to maintain compliance as to all requirements associated with performance under this Agreement, all exhibits hereto, required certifications, and all applicable laws.

9. FUNDING AVAILABILITY/SOURCES: Subrecipient acknowledges and agrees the commencement and continuation of this Agreement, as well as any funding to be disbursed pursuant to this Agreement, is contingent on the availability of and actual receipt by ADCNR of the Federal Award funding designated for this Project.

10. ALLOWABLE COSTS:

    a. Costs allowed under this Agreement shall be determined in accordance with provisions of all applicable federal, state and local laws, regulations, and other requirements including, but not limited to, the following:
        i. Federal Award;
        ii. U.S. Treasury RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions (hereinafter "RESTORE Act STC") incorporated within the Federal Award;
        iii. 2 C.F.R. Part 200; and
        iv. 31 C.F.R. Part 34.

    b. Subrecipient agrees that any expenditure related to any type of lower tier contract or subaward support prior to both receipt of written approval from ADCNR and execution of a written agreement pursuant to Paragraph 23 of this Agreement may be disallowed at the sole discretion of ADCNR.

    c. Subrecipient shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Agreement Services. Subrecipient further agrees that no costs funded by such other sources constitute Allowable Costs.

    d. Subrecipient acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement are eligible for reimbursement pursuant to this Agreement, unless specifically authorized in writing by ADCNR.

    e. Subrecipient specifically agrees that Non-Federal Share funds, in the amount and as described in the Federal Award, will be used to complete the Project as described in the approved Scope of Work.

11. REIMBURSEMENT PAYMENTS: Invoices, with required supporting documentation detailing the Allowable Costs to be reimbursed in accordance with the Federal Award Subrecipient budget categories, shall be submitted to the following:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

The Subrecipient may invoice no more frequently than monthly for reimbursement of Allowable Costs. Subrecipient's final request for reimbursement of Allowable Costs under this Agreement must be received by ADCNR no later than thirty (30) days after the expiration of the Project Period. Subrecipient acknowledges that due to annual State of Alabama fiscal year closeout procedures, ADCNR is not able to process payments in the month of September. Accordingly, requests for payment not submitted to ADCNR on or before August 15 will not be processed prior to commencement of the closeout period. Requests for payment not received by deadlines set by ADCNR will not be eligible for reimbursement. While funding under this Agreement shall be on a reimbursement-only basis for Allowable Costs, if at any time any funds disbursed by ADCNR are for any reason not expended (or, for example, are returned/credited to Subrecipient subsequent to payment of an invoice), Subrecipient shall notify ADCNR and return such funds in such reasonable time and manner as may be reasonably specified by ADCNR. Prior to the submission of any cost documentation, the sub-recipient shall redact, in accordance with 2 CFR 200.82, all personal information except for Personally Identifiable Information (PII) that is required by law to be disclosed. See also 2 CFR 200.79.

ADCNR shall reimburse the Subrecipient only for allowable costs. ADCNR reserves the right to refuse to pay all or any part of requested funding if Subrecipient expends funds for unauthorized or ineligible purposes, or the expenditures constitute disallowed costs in any other way, including for any of the following reasons:
(1) the costs are not reasonable or necessary for completion of the scope of work; (2) the costs are ineligible for reimbursement; (3) the Subrecipient failed to comply with any term or conditions of this agreement; (4) the Subrecipient failed to perform the scope of work in accordance with this agreement; or (5) the Subrecipient failed to comply with applicable state, federal, or local laws and regulations.

Notwithstanding any other provision of this agreement, and notwithstanding the submission of any reimbursement request by the Subrecipient, ADCNR shall not pay more than 95% of the sub-award amount until such time as the Subrecipient has completed the work, submitted final reporting, and submitted a written certification to ADCNR that the scope of work was completed in accordance with the terms and conditions of this agreement, that no additional amounts are owed, and that no additional reimbursement requests will be submitted.

12. FINAL PAYMENT: Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request by Subrecipient, ADCNR shall withhold an amount equal to five-percent (5%) of the Funds until such time as Subrecipient has completed the Work, submitted the Final Report, as defined below, required pursuant to this section, and received ADCNR's written approval of such Final Report. ADCNR shall either approve the final report or notify Subrecipient of why it has not been approved in writing within forty-five (45) days of the submission of the final report. Within forty-five (45) days after ADCNR's written approval of such Final Report, ADCNR shall disburse to Subrecipient all or such portion of the five-percent (5%) holdback as is properlypayable to Subrecipient for Work performed under this Agreement. However, if ADCNR is satisfied that the Project is proceeding on schedule and on budget, ADCNR (acting in its sole discretion) may reduce the holdback from five-percent (5%) and disburse Funds to Recipient to pay for the costs of Work in advance of completion of the Work and submission of Final Report.

When Subrecipient has performed all the Work, sub-recipient shall transmit to ADCNR a comprehensive report on the Work, along with the corresponding results (the "Final Report"). As appropriate, the Final Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Report shall be provided by Subrecipient to ADCNR within forty-five (45) days of Project completion. Upon approval of Final Reports, ADCNR will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, the Subrecipient shall execute and deliver to ADCNR the attached RELEASE OF CLAIMS arising under, or by virtue of, this Agreement. Unless otherwise provided in the Agreement, by state law, or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of ADCNR 's claims against the Subrecipient or its sureties under this Agreement, which shall last for the duration of the Estimated Useful Life of 50 (fifty) years.

SUBMISSION OF REPORTS/INFORMATION: Subrecipient understands and acknowledges that ADCNR must meet several requirements set forth in the Federal Award and RESTORE Act STC related to reporting. Furthermore, Subrecipient acknowledges that ADCNR is specifically relying upon Subrecipient to be familiar with those requirements and any subsequent updates or revisions to these requirements. Subrecipient shall provide accurate and timely information to ADCNR, as necessary, for ADCNR to remain in compliance with all said requirements of the Federal Award and applicable laws and regulations. Accordingly, Subrecipient agrees to provide the following information, and any additional information as may be deemed necessary by ADCNR:

a. Reporting:

(1) The Subrecipient shall provide required progress reports as determined by ADCNR. The form and format shall be prescribed by ADCNR.

(2) The final report must provide ADCNR with a summary financial and performance report related to the Project expenditures and confirmation of Project completion including, but not limited to, supporting documentation detailing the Allowable Costs for the expenditures and other documents needed to be maintained by ADCNR for purposes of recordkeeping and potential audit compliance.

b. Submission: All reports shall be sent to the e-mail address listed below:

City_of_Mobile-_Innovating_St._Louis_St.Subrecipient_Submissions@docs.e-builder.net

c. Format: Subrecipient shall provide reports generated or compiled within the scope of this Agreement specified herein in digital format or other format as may be specified by ADCNR.

13. RECORDS RETENTION/ACCESS/AUDITS: Subrecipient shall maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds (including, if applicable and allowed, records related to tracking program income). Accordingly, Subrecipient agrees as follows:

a. Record Retention: Subrecipient shall maintain (and require all subrecipients and contractors to maintain) records and accounts associated with this Agreement, including, but not limited to, property, personnel and financial records, in accordance with ADCNR's records retention policy and 2 C.F.R. §200.333, as well as all other applicable federal, state and local requirements, the Federal Award and RESTORE Act STC. Such records will be made available to all entities listed below in Paragraph 14(b) and shall be retained for a minimum of three (3) years after expiration of this Agreement, unless ADCNR grants permission in writing to destroy. However, Subrecipient agrees

that it is responsible for being familiar with all such retention requirements and maintaining records for periods longer than this 3-year minimum, as applicable.

b. Access: The United States Department of the Treasury, Treasury Office of Inspector General, the Government Accounting Office, ADCNR, the Alabama Examiners of Public Accounts, or any of their duly authorized representatives shall have timely and unrestricted access during normal business hours to any pertinent books, documents, papers, and records (including electronic records) of the Subrecipient and its agents, subrecipients and contractors in order to make audits, inspections, financial reviews, excerpts, transcripts and other examinations as directed by law (and to make copies of such). In addition, such rights to access shall include timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such records.

c. Audit Requirements: Subrecipient shall follow all audit requirements under the Federal Award and this Agreement and applicable federal, state, and local laws. Subrecipient shall also ensure applicable lower tier compliance as addressed in Section 23.

d. Survival: The provisions of this Paragraph 14 survive the Agreement Term and remain a continuing obligation of Subrecipient.

14. POLITICAL ACTIVITY: Subrecipient shall comply with all provisions of the Hatch Act (5 U.S.C. §1501 et seq.), as applicable, which limits political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

15. LOBBYING ACTIVITY:

a. Compliance: Subrecipient shall comply with all applicable federal, state, and local laws related to lobbying activities including, but not limited to, the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors as addressed in Section 23.

b. Certification: Subrecipient hereby certifies, by execution of this Agreement, that no federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

c. Lower Tier Certification: Subrecipient further agrees to include the certification required pursuant to Paragraph 16(b) in all applicable lower tier agreements.

d. Notification: If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities

16. FRAUD/WASTE/ABUSE: Subrecipient shall immediately report to ADCNR as well as the U.S. Treasury and the U.S. Treasury Inspector General in accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potential criminal activity associated with any activity or expenditure of funds related to this Agreement.

17. CONFLICTS OF INTEREST: Subrecipient by its signature, certifies to the best of its knowledge and belief, no conflict of interest (or appearance of conflict), either personal or organizational, in any manner existed or now exists which has, has had, or may have any effect on this Agreement or any activity/expenditure associated with this Agreement. By execution of this Agreement, Subrecipient certifies that a conflicts of interest policy consistent with 2 C.F.R. § 200.318 covering each activity associated with or funded pursuant to this Agreement is currently in effect and at all times will remain in effect during the Agreement Term. In the event Subrecipient subsequently cannot maintain this certification during the Agreement Term, Subrecipient shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.

18. ENVIRONMENTAL COMPLIANCE: Subrecipient shall comply with all applicable federal, state and local environmental laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and RESTORE Act STC. Subrecipient further agrees that it is responsible for including all environment requirements set forth below pursuant to the RESTORE Act STC in all lower tier agreements and for ensuring lower tier compliance. If Subrecipient becomes aware of any potential impact on the environment not approved pursuant to the Federal Award, Subrecipient shall within a reasonable time as allowed by law notify ADCNR and suspend activities related to such potential impact until Subrecipient receives written approval from ADCNR to resume such activities.

a. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
b. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
c. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738.
d. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
e. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
f. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
g. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
h. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
i. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
j. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
k. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
l. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. §1801)
m. Marine Mammal Protection Act, as amended (16 U.S.C § 31)
n. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
o. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
p. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
q. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431—1445)
r. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
s. Rivers and Harbors Act of 1899 (33 U.S.C § 407)
t. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
u. Floodplain Management, EO 11988, as amended by EO 13690 and, Protection of Wetlands, EO 11990, May 24,1977, as amended by EO 12608
v. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
w. Coral Reef Protection, EO 13089Invasive Species, EO 13112
x. Invasive Species, EP 13112
y. Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.)
z. Nonindigenous Aquatic Nuisance Prevention Act, as amended (16 U.S.C. § 4701 et seq.)

19. FEDERAL PROVISIONS: This Agreement relies on Federal funds, therefore the following terms and conditions apply, in addition to others provided in this Agreement.

a. Equal Employment Opportunity: Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). The foregoing is applicable, except as otherwise provided under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.

b. Davis-Bacon Act: The Davis Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, applies to grants awarded by Treasury under the RESTORE Act in two situations: (1) for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C 1292; and (2) for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. Under this Act, contractors and subcontractors performing work on federally-funded or assisted contracts in excess of $2,000.00 for construction, alteration, or repair or public works must pay their laborers and mechanics employed under the Contract no less than the locally prevailing wages and fringe benefits of corresponding work on similar projects in the area.

c. Copeland "Anti-kickback" Act: The Copeland "Anti-kickback" Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). This Act is applicable to contracts awarded by a non-Federal entity in excess of $100,000.00 that involve employment of mechanics or laborers. Under this Act, contractors and subrecipients are prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

d. Contract Work Hours and Safety Standard Act Section 103 and 107 of the Agreement Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR part 5). Applicable to construction contracts awarded by Contracts and subcontractors in excess of $2,000.00, and in excess of $2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

e. Rights to Inventions Made Under a Contract or Agreement 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

f. Compliance with Office of Management and Budget Circulars. As applicable, Contractors shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

g. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, in compliance with 2 CFR 200.321, the Subrecipient shall take affirmative steps to assure that minority business enterprises, women's business enterprises, and labor surplus area firms are used when possible.

20. OTHER COMPLIANCE: Subrecipient shall comply, and ensure lower tier compliance, with all applicable federal, state and local laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and RESTORE Act STC. In addition, Subrecipient shall assist ADCNR as to compliance with all such requirements.

a. Foreign Travel: Subrecipient agrees that no travel outside the United States shall be permitted pursuant to this Agreement.

b. Seat Belts: Pursuant to EO 130443, Subrecipient agrees to encourage employees and any contractors to enforce on-the-job seat belt policies and programs when operating any vehicles in connection with performance of activities associated with this Agreement.

c. Research Involving Human Species: Subrecipient agrees that no research involving human subjects shall be permitted pursuant to this Agreement.

d. Federal Employee Expenses: Subrecipient agrees that no funding pursuant to this Agreement shall be used to pay transportation, travel or other expenses for any employee of the federal government without prior written approval from ADCNR.

e. Minority Serving Institutions: Subrecipient acknowledges the Treasury's goal of meaningful participation of minority serving institutions ("MSIs") in its financial assistance programs and agrees to include such meaningful participation of MSIs as to Project activities when possible.

f. Research Misconduct: Subrecipient agrees, to the extent at any time applicable, to abide by all provisions of the Federal Policy on Research Misconduct issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260).

g. Care and Use of Live Vertebrate Animals: Subrecipient agrees that no research involving vertebrate animals shall be permitted pursuant to this Agreement.

h. Homeland Security Presidential Directive 12: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve routine physical access to a federally-controlled facility or routine access to a federally-controlled information system.

i. Export-Controlled Items: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve access to export-controlled items.

j. Trafficking of Victims Protection Act Of 2000: Subrecipient agrees the award term set forth in 2 C.F.R. § 175.15(b) implementing provisions of the Trafficking Victims Protection Act of 2000 (22 U.S.C. §7104(g)), to extent applicable, is hereby incorporated into this Agreement.

Federal Funding Accountability and Transparency Act Of 2006 (FFATA): Subrecipient shall comply and assist ADCNR as to compliance with all applicable requirements of FFATA, as amended (Pub. L. No 109-282, 31 U.S.C. §6101) associated with this Agreement.

k. Certifications: Subrecipient shall execute, as applicable, and comply (and assist ADCNR as to compliance) with all certifications associated with this Agreement including, but not limited to, all certifications and requirements set forth in 31 C.F.R. §34.802, assurances (Forms SF-424B and SF-424D, or equivalent, as applicable), and any required Treasury-specific certifications and/or other certifications as required by 2 C.F.R. Part 200.

l. To the extent equipment and products are authorized to be purchased pursuant to this Agreement, the Subrecipient is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided pursuant to this Agreement

21. PROCUREMENT: Subrecipient shall conduct all procurement actions consistent with the Federal Award, RESTORE Act STC, and all applicable federal, state, and local requirements including, but not limited to, provisions of 2 C.F.R. Part 200 as set forth in Section 23.

22. DEBARMENT AND SUSPENSION:

a. Compliance: Subrecipient shall comply with provisions of 2 C.F.R. Part 180 "OMB Guides To Agencies on Governmentwide Debarment and Suspension (Non-procurement)," which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors. Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors. Pursuant to 31 C.F.R. Part 19, Subrecipient shall verify that its contractors (for contracts expected to equal or exceed $25,000), subcontractors (for subcontracts expected to equal or exceed $25,000), or principals that the subrecipient engages to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipient may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.

b. Certification: Subrecipient hereby certifies, by execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in Project implementation or any aspect of the Agreement by any Federal department or agency.

c. Lower Tier Covered Transactions: The Subrecipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 CFR Part 19, Subpart B) that the award is subject to 31 C.F.R Part 19 and require a certification of compliance in covered lower tier transactions as may be required by the Department of Treasury.

d. Notification: If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any that certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.

23. LOWER TIER SUBAWARDS/CONTRACTS: Subrecipient shall not enter into a lower tier subaward or contractual agreement associated with its performance under this Agreement without the prior written consent of ADCNR. Further, Subrecipient agrees and acknowledges that, unless otherwise approved in writing by the applicable Treasury Grants Officer, all lower tier engagements shall be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with 2 C.F.R. §200.317-26, in addition to all other applicable federal, state, and local requirements. No expenditure of funds associated with this Agreement shall be made prior to full execution of a written, legally binding agreement extending to the approved subrecipient/contractor all applicable requirements associated with this Agreement. As to all lower tier awards and activities, Subrecipient agrees to comply with all applicable federal, state, and local laws including, but not limited to, all requirements of 2 C.F.R 200, the Federal Award, and RESTORE Act STC.

24. MINORITY/WOMEN BUSINESSES: As applicable, when contracting, Subrecipient must take all necessary affirmative steps, as set forth in 2 C.F.R. § 200.321(b), to assure that minority businesses, women's business

enterprises, and labor surplus area firms are used when possible. This provision applies to all lower-tier transactions.

25. LOWER TIER SUBAWARD/CONTRACT NOTICE: In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, Subrecipient shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:

    "Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under $25,000 not requiring the consent of a Treasury *official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than $100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)."*

26. LOWER TIER AGREEMENT PROVISIONS: In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, all resulting subawards and contracts made by the Subrecipient must contain, as applicable, provisions required pursuant to 2 C.F.R. Appendix II to part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," the Federal Award, the RESTORE Act STC, and all other federal, state, or local laws.

27. DRUG FREE WORKPLACE: Subrecipient shall comply with all provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

28. PROPERTY RIGHTS AND STANDARDS: The provisions of Section 200.310-200.316, OMB Uniform Guidance (2 CFR 200) apply to Federal property rights and the acquisition of real property, equipment, supplies and intangible property to the extent authorized by this Agreement.

29. PRESS/EVENTS: Subrecipient shall notify ADCNR of the location, date, and time of any press conferences, press releases, media events, etc., related to this Project at least five (5) working days prior to the scheduled event or release.

30. PUBLICATIONS/VIDEOS/SIGNAGE/ACKNOWLEDGMENT: Subrecipient agrees to the following:

    a. Subrecipient shall submit copies of all publicly-disseminated materials including, but not limited to, print, recorded, or Internet materials to ADCNR.

    b. When releasing information to the public related to the Project, Subrecipient shall include a statement that the project or effort undertaken has been sponsored by the "U.S. Department of the Treasury in cooperation with the State of Alabama Department of Conservation and Natural Resources."

    c. Any signage to be produced pursuant to this Agreement must have prior written approval of ADCNR and shall contain language required by the RESTORE Act STC and ADCNR.

    d. Unless otherwise approved by ADCNR in writing, any material disseminated to the public based on, developed under, or otherwise produced pursuant to this Agreement (except scientific articles or papers appearing in scientific, technical, or professional journals) shall contain the following disclaimer:

"This project was paid for [in part] with federal funding from the Department of the Treasury under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Department of the Treasury or ADCNR."

31. INDEMNIFICATION:

a. To the extent legally enforceable, the Subrecipient (hereinafter at times referenced in this paragraph as "the Indemnitor") agrees to protect, defend, indemnify, save, and hold harmless the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants employees, and volunteers of each (hereinafter at times referenced in this paragraph collectively as "the Indemnitees"), from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may arise out of any negligent act or omission of the Subrecipient, and the Subrecipient's agents, servants, employees, and subcontractors. Indemnitor's obligation and duty to protect, defend, indemnify, save and hold harmless the Indemnitees shall include any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by Indemnitees and/or Indemnitor as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Indemnitor agrees to investigate and defend any such claims, demand, or suit at its expense and agrees to bear all other costs and expenses related thereto, even if the claims are frivolous. Indemnitor is not obligated to protect, defend, indemnify, save, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may arise out of any act or omission of the Indemnitees.

b. Subrecipient further agrees it releases from liability and waives its right to sue Indemnitees regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

c. The provisions of this Paragraph 31 shall survive the Agreement Term and remain a continuing obligation of Subrecipient.

d. Nothing contained in agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City of Mobile.

32. TERMINATION OF AGREEMENT: This Agreement may be terminated as follows:

a. If Subrecipient fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements, or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice, sent certified mail (return receipt requested), or overnight courier (signature required), to Subrecipient of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient under this Agreement shall promptly be returned to ADCNR.

b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Subgrantee by certified mail (return receipt requested) or overnight courier (signature required) of

such termination and specifying the effective date thereof, at least thirty (30) days before the effective date.

c. If the Agreement is terminated by ADCNR, as provided herein, Subrecipient shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Subrecipient shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

33. NOTICE: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, AL 36130

With a copy to:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

William S. Stimpson, City of Mobile - Mayor
P.O. Box 1827
Mobile, Alabama 36633

Jennifer Greene, Deputy Director, Program and Project Management
P.O. Box 1827
Mobile, Alabama 36633
251-208-7199
jennifer.greene@cityofmobile.org

34. NONDISCRIMINATION: Subrecipient shall not discriminate on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in relation to admission to, access to, or operations of its programs, services, or activities. Further, Subrecipient shall comply with all Treasury regulations and policies prohibiting discrimination as well as all other applicable federal, state, and local nondiscrimination laws including, but not limited to, the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Americans with Disabilities Act of 1900; Section 504 of the Rehabilitation Act of 1973; Revised ADA Standards for Accessible Design for Construction Awards; and Age Discrimination Act of 1975; Public Health Service Act of 1912 and the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; and any other applicable non-discrimination law(s).

35. PROTECTIONS FOR WHISTLEBLOWERS: In accordance with 41 U.S.C. § 4712, neither the Subrecipient or any of its contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against

an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

a. A Member of Congress or a representative of a committee of Congress;
b. An Inspector General;
c. The Government Accountability Office;
d. A Treasury employee responsible for contract or grant oversight or management;
e. An authorized official of the Department of Justice or other law enforcement agency;
f. A court or grand jury; and/or
g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

36. ASSIGNABILITY: Subrecipient shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR.

37. AMENDMENT: Any amendment to this Agreement must be in writing and approved by all signatory/authorities prior to becoming effective. The Parties agree to renegotiate this Agreement if Federal, State and/or local revisions of any applicable laws or regulations make changes in the Agreement necessary.

38. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon the successors and assigns of the respective parties hereto.

39. ENFORCEMENT OF RIGHTS AND OBLIGATIONS: Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

40. NO AGENCY RELATIONSHIP: By entering into this Agreement, Subrecipient is not an agent of ADCNR, its officers, employees, agents, or assigns. Nothing in this agreement creates an agency relationship between the Parties.

41. ALTERNATIVE DISPUTE RESOLUTION: In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

42. NOT A DEBT OF THE STATE: It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void.

43. NOT ENTITLED TO MERIT SYSTEM: The Subrecipient understands and agrees that neither it nor any employees or agents thereof are entitled to any benefits of the Alabama State Merit System.

44. BOYCOTT: In compliance with Act 2016-312, the Subrecipient hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

45. PRORATION: In the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.

46. CLAIMS FOR LIENS: Subrecipient shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Subrecipient in connection with the performance of its obligations under this Agreement.

47. TAX RESPONSIBILITY: Subrecipient hereby agrees that the responsibility for payment of any taxes from the funds received under this Agreement shall be the Subrecipient's obligation and shall be identified under the appropriate Tax Identification Number. In the event any tax refund is received by Subrecipient, it shall immediately notify ADCNR in writing and comply with all Treasury requirements associated therewith.

48. VENUE: The Parties agree that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.

49. SEVERABILITY: In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

50. IMMIGRATION COMPLIANCE: By signing this Agreement, Subrecipient affirms, for the duration of the Agreement, that it 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, if found to be in violation of this provision, Subrecipient shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

51. PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

52. DOCUMENTS: The documents which comprise this Agreement between ADCNR and the Subrecipient are:

    1. This Subaward Agreement;
    2. Exhibits attached hereto:
       Exhibit A – Federal Award, including the U.S. Department of Treasury's Restore Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES

Christopher M. Blankenship, Commissioner

6-18-2020
Date:

APPROVED LEGAL

CITY OF MOBILE, A Municipal Corporation

By: _____

6/1/20
Date:

Its: Mayor

ATTEST:

City Clerk

6-1-2020
Date:

Reviewed By Accounting

DCNR Accounting Director

AL-02/28/2020
Subrecipient Name: City of Mobile, DUNS #010396687
Title of Grant Project: *Innovating St. Louis Street: Mobile's Technology Corridor*

Attachment 1
Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.331. Be advised, the following information describes the Federal award and subaward:

(1) Federal Award Identification		
(i.)	Subrecipient name	City of Mobile
(ii.)	Subrecipient's unique entity identifier	DUNS #010396687
(iii.)	Federal Award Identification Number (FAIN);	1 RDCGR010105-01-00
(iv.)	Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	AL-02/28/2020
(v.)	Subaward Period of Performance Start and End Date;	March 1, 2020 through February 28, 2023
(vi.)	Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	$ 5,885,000
(vii.)	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	$ 5,885,000
(viii.)	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	$ 5,885,000
(ix.)	Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of this project is to design and reconstruct the roadbed, adjacent, and subsurface, infrastructure within the St. Louis Street right-of-way.
(x.)	Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity;	U.S. Department of Treasury, Alabama Department of Conservation and Natural Resources, Christopher M. Blankenship Chis.blankenship@dcnr.alabama.gov
(xi.)	CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA # 21.015 Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States - total Federal Award issued to ADCNR, which is registered in SAM with the DUNS number 929933406, is $6,029,234.00.
(xii.)	Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.)	Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the Federal award is 24.09%.

Subrecipient Information and Pre-Award Risk Assessment Questionnaire

How to Use: This questionnaire is used to help determine a potential subrecipient's financial and management strength, which helps assess risk and dictates the monitoring plan for subrecipients. This questionnaire should be filled out for any agreements to which DCNR has determined this entity to be a subrecipient and not a contractor.
This questionnaire must be completed prior to entering into a subaward agreement. DCNR may follow up with the potential subrecipient regarding the responses to this questionnaire.

1. DCNR Contact Information

Name of DCNR Representative: Dr. Amy Hunter

Project Name: Innovating St. Louis Street: Mobile's Technology Corridor and Mobile Greenway Initiative: Three Mile Creek Greenway Trail

Grant Number: 1MA12-ISLS

2. Subrecipient Contact Information

Full Legal Organization/Business Name: City of Mobile

Address: P.O. Box 1827, Mobile, AL 36633

Telephone number: 251-208-6006

Fax number: 251-208-7756

Name of person completing this form: Sherry Horton

E-mail address: sherry.horton@cityofmobile.org

Website: cityofmobile.org

Incorporated in: 1819 Incorporated Date: December 17, 1819

Number of employees: 2074

DUNS number: 010396687

EIN (Employee ID Number): 636001318

Fiscal Year (Month/Year): 09/19

3. Subrecipient Type of Organization (select one):

X Government	☐ Nonprofit corporation	☐ Other corporation	☐ Individual

4. Subrecipient Organization Classification (select all that apply):

☐ Large Business	☐ Small Business
☐ Historically Black College/University	☐ Small Disadvantaged Business

☐ Historically Underutilized Business Zone	☐ Woman-Owned Business
☐ Minority Institution/Owned	☐ Tribal
☐ Veteran Owned	X Other: City

5. Subrecipient Personnel Contact Information

Project Director for Subaward

Name:	Jennifer Greene
Title:	Acting Director of Programs and Project Management
Telephone Number:	251-208-7199
E-mail Address:	Jennifer.greene@cityofmobile.org

Additional Contact for Subaward

Name:	Sherry Horton
Title:	Grants Accounting Supervisor
Telephone Number:	251-208-6006
E-mail Address:	Sherry.horton@cityofmobile.org

6. Subrecipient Indirect Costs

Fiscal Year (Month/Year): 9/19

Negotiated Federal Indirect Cost Rate? ☐ Yes ☐ No X 10% De Minimis Rate
(if yes, please attach a copy of your current rate agreement)

Name of Designated Federal Cognizant Agency (if applicable):

7. Has Subrecipient received an award or subaward to conduct programs similar to those covered under this proposed subaward agreement in the last two (2) fiscal years? If yes, provide a list of all such awards or subawards.
(If no, consider whether subrecipient should be requested to attend grant training based on any other relevant grant experience.)

X Yes ☐ No

8. **Was Subrecipient required to comply with the Single Audit requirements of the Uniform Guidance in the last two (2) fiscal years?** (Compliance with 2 C.F.R. Part 200, Subpart F required if Subrecipient expends $750,000 or more in federal awards in a fiscal year). Wilkens Miller – Auditor // 2017 Complete / 2018 Due June

X Yes ☐ No

Auditor Contact Name and Title:

9. Have Subrecipient's annual financial statements been audited by an independent audit firm? If yes, provide a copy of the statements for the last two (2) fiscal years.
X Yes ☐ No
10. If the answers to Questions 8 or 9 is yes, were there any findings or questioned costs in the last two (2) fiscal years? If yes, please explain any findings or questioned costs with respect to an award or subaward to conduct programs similar to those covered by this proposed subaward agreement.
☐ Yes X No Explanation (if applicable):
11. Does Subrecipient have a financial management system that provides records that can identify the source and application of funds for award-supported activities?
X Yes ☐ No
12. Does Subrecipient's financial system provide for the effective control over and accountability for all funds, property, and other assets (including but not limited to: (1) comparison of expenditures with budget amounts for each award; and (2) recording of each grant/contract by the budget cost categories shown in the approved budget)?
X Yes ☐ No
13. Other than financial statements, has any aspect of Subrecipient's activities been subject to an audit, examination, or monitoring within the last two (2) years by a governmental agency (e.g., Inspector General, state or local government auditors, etc.)? If yes, please explain any audit or monitoring findings or deficiencies with respect to an award or subaward to conduct programs similar to those covered by the proposed subaward agreement.
☐ Yes X No Explanation (if applicable):

14. Are all disbursements properly documented with evidence of receipt of goods or performance of services?		
X Yes	☐ No	
15. Are all bank accounts reconciled monthly?		
X Yes	☐ No	
16. Does Subrecipient's accounting system include budgetary controls to preclude obligations in excess of:		
the total funds available for a grant?	X Yes	☐ No
the total funds available for a budget cost category (e.g., Personnel, Travel)?	X Yes	☐ No
17. Does Subrecipient have a cash forecasting process which will minimize the time elapsed between the drawing down of funds and the disbursement of those funds?		
X Yes	☐ No	
18. Does Subrecipient have a system in place to determine that it has met its cost sharing goals, if applicable?		
X Yes	☐ No	
19. In the last 12 months, has Subrecipient hired new senior management personnel (e.g., Executive Director/CEO; Finance Director/CFO) and/or program personnel who would be working on this proposed subaward? If yes, please explain.		
X Yes	☐ No	
Explanation (if applicable): Deputy Comptroller; 2 Accountants; Grants Compliance Manager; 2 Engineers; 2 Architects		
20. In the last 12 months, has Subrecipient implemented new or substantially changed systems related to its federal grant management? If yes, please explain.		
☐ Yes	X No	
Explanation (if applicable):		

21. Does Subrecipient have policies that address the following?		
Pay Rates and Benefits	X Yes	☐ No
Leave	X Yes	☐ No
Conflicts of Interest	X Yes	☐ No
Purchasing/Procurement	X Yes	☐ No
Capitalization/depreciation	X Yes	☐ No
22. Describe the method Subrecipient uses to support labor and benefit charges.		
Explanation: Timesheets paper, Bi-weekly, signed by employee and supervisor.		
23. Does Subrecipient have an effective system of authorizing and approval capital equipment expenditures?		
X Yes	☐ No	
24. Does Subrecipient keep detailed records of individual capital assets and periodically reconcile such records with the general ledger accounts?		
X Yes	☐ No	
25. Does Subrecipient have effective procedures for authorizing and accounting for the disposal of property and equipment?		
X Yes	☐ No	
26. Does Subrecipient periodically check its detailed property records against physical inventory?		
X Yes	☐ No	

27. Attachments: Please attach the following or check N/A if not applicable.

	Document	Attached	N/A
a.	Articles of Incorporation	☐	X
b.	Bylaws	☐	X
c.	IRS Determination Letter (granting income tax exemption under IRC § 501(c)(3))	☐	X

	last two (2) years, including Form 990-T and all supporting schedules and attachments		
e.	Copies of audit reports and management letters received during the last two (2) fiscal years from Subrecipient's independent auditors (including all reports associated with a Single Audit pursuant to 2 C.F.R. Part 200, Subpart F)	X	☐
f.	Copies of results from audits, examinations, or monitoring procedures performed during the last two (2) fiscal years on any direct federal award received by Subrecipient	☐	X
g.	Indirect cost rate agreement	☐	X
h.	List of all subawards to Subrecipient from DCNR during the last two (2) years	☐	X
i.	List of all subawards to conduct programs similar to those covered under this proposed subaward agreement to Subrecipient from any funder during the last two (2) years	X	☐

By its authorized signatory below, Subrecipient hereby certifies and attests to the accuracy of the above responses and all corresponding information attached.

Signature: Sherry Horton

Printed Name: Sherry D. Horton

Title: Grants Accounting Supervisor

Subrecipient Entity: City of Mobile

Date: 2/14/20

To be completed by DCNR Upon Completion of Site Visit

Date of Risk Assessment:
***Project* Name: Mobile Greenway Initiative and Innovating St. Louis Street: Mobile's Technology Corridor**
Grant Number: M1A12-ISLS
Comments Re: Review of Risk Assessment Questionnaire:
Description of Site Visit (staff present for DCNR and subrecipient, items discussed, policies reviewed, etc.) Site visit was conducted by ADCNR Accountant Joseph Osenton also present were Keri Coumanis (ADCNR) and Jaime Miller (ADCNR)
Additional Comments:
CONCLUSION: X Low ☐ Moderate ☐ High
Is the amount of identified risk acceptable: X Yes ☐ No
Additional Monitoring required: X Yes ☐ No

By its authorized signatory below, DCNR hereby certifies and attests to the accuracy of the above.

Signature: _____

Printed Name: Amy Hunter, Ph.D.

Title: Deepwater Horizon Restoration Coordinator

Date: February 21, 2020

Rev. 1.15.2020

1. DATE ISSUED MM/DD/YYYY 02/25/2020	1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded
2. CFDA NO. 21.015 - Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States	
3. ASSISTANCE TYPE Formula Grant	
4. GRANT NO. 1 RDCGR010105-01-00 Formerly	5. TYPE OF AWARD Other
4a. FAIN RDCGR010105	5a. ACTION TYPE New
6. PROJECT PERIOD MM/DD/YYYY From 03/01/2020	Through MM/DD/YYYY 02/28/2023
7. BUDGET PERIOD MM/DD/YYYY From 03/01/2020	Through MM/DD/YYYY 02/28/2023

U.S. DEPARTMENT OF THE TREASURY
Office of the Fiscal Assistant Secretary

1500 Pennsylvania Ave., N.W.
Washington, DC 20220-0001

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States

8. TITLE OF PROJECT (OR PROGRAM)
Innovating St. Louis Street: Mobile's Technology Corridor

9a. GRANTEE NAME AND ADDRESS	9b. GRANTEE PROJECT DIRECTOR
CONSERVATION & NATURAL RESOURCES, ALABAMA DEPT OF 64 N Union St Rm 468 Montgomery, AL 36130-3020	Amy Hunter 64 N Union St Rm 468 Montgomery, AL 36130-3020 Phone: 251-621-1216
10a. GRANTEE AUTHORIZING OFFICIAL	**10b. FEDERAL PROJECT OFFICER**
Mr. Chris Blankenship 118 N. Royal Street Suite 603 Mobile, AL 36602 Electronically Signed 02/28/2020	Susan Broekamit 1500 Pennsylvania Ave N W Washington, DC 20220-0001 Phone: 202-622-1830

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only II Total project costs including grant funds and all other financial participation	II	a. Amount of Federal Financial Assistance (from item 11m)	6,029,234.00
a. Salaries and Wages	29,160.00	b. Less Unobligated Balance From Prior Budget Periods	0.00
b. Fringe Benefits	8,615.00	c. Less Cumulative Prior Award(s) This Budget Period	0.00
c. Total Personnel Costs	37,775.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	6,029,234.00
d. Equipment	0.00	13. Total Federal Funds Awarded to Date for Project Period	6,029,234.00
e. Supplies	0.00	14. RECOMMENDED FUTURE SUPPORT *(Subject to the availability of funds and satisfactory progress of the project):*	
f. Travel	144.00		
g. Construction	0.00		
h. Other	7,085,000.00		
i. Contractual	97,180.00		
j. TOTAL DIRECT COSTS	7,220,099.00		
k. INDIRECT COSTS	9,135.00		
l. TOTAL APPROVED BUDGET	7,229,234.00		
m. Federal Share	6,029,234.00		
n. Non-Federal Share	1,200,000.00		

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d. 5	
b. 3		e. 6	
c. 4		f. 7	

15. PROGRAM INCOME SHALL BE USED IN ACCORDANCE WITH ONE OF THE FOLLOWING ALTERNATIVES:
a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER (*See REMARKS*)

b

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.
In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)
See next page

AUTHORIZING OFFICIAL:

17.OBJ CLASS 410009	18a. VENDOR CODE 0187897	18b. EIN 636000819	19. DUNS 929933406	20. CONG. DIST. 02
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a. Direct	b. RDCGR010105	c. RDC	d. $6,029,234.00	e.
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

REMARKS:

This award is approved by Gregory J. Till, Authorizing Official. Accepting this award in GrantSolutions.gov constitutes acceptance of this award and the Standard Terms and Conditions and Programmatic Terms and Conditions and Special Award Conditions. Award funds will be available to the awardee in an ASAP.gov account.

Treasury waives prior written approval and subsequent agency review of ADCNR's allowable pre-award costs for work completed on or after January 1, 2020, per 2 CFR 200.308(d)(1)

Note: Davis-Bacon Act-related provisions are applicable to this project as detailed in Section W15 of the RESTORE Act Standard Terms and Conditions.

RESTORE Act - FUNDING AUTHORIZATION

1.

Total Amount of Federal Funds Awarded to Date for Project Period *Line 13 of NoA/Amendment*	Amount of Funding Restrictions	Amount of Financial Assistance This Action *Line 12d of NoA/Amendment*	Amount Authorized for ASAP Account this Action	Notes
$6,029,234.00	$0.00	$6,029,234.00	$6,029,234.00	Initial Authorization, with Special Award Conditions and an ASAP Maximum Draw Limit of $134,567.00 per SAC 1.

SPECIAL CONDITIONS

1.

Special Condition 1: An ASAP Maximum Draw Limit of $134,567.00 is in place for this award. The ASAP Maximum Draw Limit allows ADCNR to draw down funds from this award for its costs minus requested pre-award costs and subaward costs. Prior to Treasury's increase of the maximum draw limit of $134,567.00, ADCNR must deliver to Treasury, in form and substance satisfactory to Treasury, documentation substantiating pre-award costs for which it seeks reimbursement and documentation, including the subrecipient agreement and that the subrecipient contracts were procured in compliance with federal law. Further increases to the maximum draw limit will be when ADCNR has received permission from Treasury to proceed with construction per Treasury RESTORE Act Standard Terms and Conditions Section W.6.

Special Condition 2: Prior to construction, Treasury must approve the terms of the intended conveyance of the water and sewer improvements by the subrecipient, the City of Mobile, Alabama to the Mobile Area Water and Sewer Systems. Treasury may impose such conditions as it may see fit on its approval of the conveyance, which may include among other things, requiring the proposed transferee to assume the subrecipient's obligations under the terms and conditions of the award with respect to such improvements.

AWARD ATTACHMENTS

Alabama Department of Conservation & Natural Resources **1 RDCGR010105-01-00**

1. St. Louis Street Scope of Work
2. Standard and Program Specific Terms and Conditions - December 2018

ADCNR - Scope of Work

MYP Activity #12: Innovating St. Louis Street: Mobile's Technology Center

APPLICANT ORGANIZATION: Alabama Department of Conservation & Natural Resources

PROJECT DESCRIPTION

Alabama's MIP was submitted to Treasury on July 13, 2018 and approved on November 19, 2018. The Alabama Gulf Coast Recovery Council, acting through its administrative agent, the Alabama Department of Conservation and Natural Resources (ADCNR) is requesting Direct Component funds for **Activity #12: Innovating St. Louis Street: Mobile's Technology Center.**

Scope of Work: Activity #12 will be implemented by the City of Mobile pursuant to a subaward agreement between the City and ADCNR. The project's scope call for the repair, replacement and/or rehabilitation of existing infrastructure facilities within the St. Louis Street right-of-way, one of the City's original streets. Listed on the National Register of Historic Places in 2016 as "Automobile Alley," the underlying infrastructure, including pavement, sidewalk, utilities and storm drainage system, are in dire need of replacement, repair and /or upgrades utilizing modern technologies. The proposed scope calls for removing all existing roadbed (asphalt and concrete), existing sidewalk, water lines, sanitary sewer and aboveground utilities (to the extent practicably possible); replacement plans include new 10' sidewalks, curb and gutter, 30' roadbed with on street parking, historically-appropriate lighting, new sanitary sewer and water lines, and reconstructed and repaired stormwater system (as determined necessary by subsurface investigations). Reconstruction and/or rehabilitation of the existing infrastructure will result in a safe, code compliant, environmentally responsible, and aesthetically inviting streetscape, and will guide the creation of a vibrant, economically sustainable community.

Need: This activity is necessary in order to repair and /or replace deteriorated infrastructure on St. Louis Street, a significant street within the City of Mobile' downtown business district. The existing storm water, potable water and sanitary sewer systems along St. Louis Street have deteriorated and/or outlived their useful life.

Once completed, the project will cause property values to increase, the local tax base to expand, and job opportunities to be created. Conversely, in the short-term, inaction along the St. Louis Street corridor would likely diminish the viability of other economic development and redevelopment initiatives, programs, and capital expenditures which are planned or underway throughout the City's downtown. Long-term, loss of future economic development programs could potentially occur.

Purpose: The specific project purpose will result in the design and reconstruction of the road bed, adjacent, and subsurface, infrastructure within the St. Louis Street right-of-way. The planning, design, and reconstruction/rehabilitation of existing utility, streetscape, roadway, and storm drainage infrastructure along St. Louis Street would represent a significant milestone for the City of Mobile.

The City's broader vision includes the creation of a "vibrant, live, work, play and learn district" in downtown Mobile. The St. Louis Street corridor is poised to become Mobile's Downtown Technology Corridor, which will house the "Innovation PortAL," a regional science and research park. The University

of South Alabama has purchased property on St. Louis Street and envisions the site as the future home of the "Innovation accelerator" facility.

Comprehensively, this initiative correlates with broader objectives for fostering additional business development and economic revitalization opportunities within the corridor and the surrounding area. The proposed scope of work correlates with specific action items from the Map for Mobile, Framework for Growth, the new Comprehensive Plan for the City adopted on November 5, 2015. Specific references to St. Louis Street and the surrounding Central Business District, within the Map for Mobile Action Plan, validate the need, purpose, and objectives for the project. Improvements to public infrastructure within downtown Mobile will result in recruitment and facilitation of additional public and private sector investments; and, ultimately build a stronger, more sustainable and resilient economy for the City and surrounding region.

Objective: Implementation of the proposed St. Louis Street Technology Corridor initiative, facilitated through redevelopment of existing public infrastructure, is integral to promoting the objective of creating positive economic change within the City. The St. Louis Street rehabilitation project is currently reinforced by numerous public and private sector development programs which are either planned or underway within the Central Business District. Through continued investment, a positive, synergistic outcome will result in a stronger economy of the Central Business District and the City of Mobile. Upon completion, the St. Louis Street infrastructure initiative promises to support long-term revitalization, and ensure economic sustainability of existing and future businesses within the Gulf Coast Region. The Map for Mobile, Framework for Growth memorialized a vision supported by actionable directives for moving the City forward. Multiple Action Items within the comprehensive plan address broad goals of enhancing mobility, transportation, and infrastructure, and fostering economic development. Additionally, within the City's new Future Land Use Plan adopted by the Mobile City Planning Commission on May 18, 2017, Downtown Mobile is designated as a Priority Investment Opportunities area, one of eleven within the City. This designation is an acknowledgement and recognition of "strategic infill and redevelopment" programs as "a core value for the City," and as a tool to achieve paramount economic development objectives.

Eligibility: This project is located in the Gulf Coast Region and is eligible for Direct Component funding under infrastructure projects benefitting the economy or ecological resources criteria as stated in the RESTORE Act. The proposed activity will be carried out in Mobile's Central Business District. Reconstruction and/ or rehabilitation of the public infrastructure within the St. Louis Street right-of-way is expected to attract technology-sector businesses and associated employment opportunities to Mobile, Alabama, expanding the economy within the Gulf Coast Region. Please see the attached map for a depiction of the project location.

The St. Louis Street Technology Corridor project extends approximately one mile across the Central Business District, spanning a linear distance of seventeen city blocks. The continued investment of public resources within downtown Mobile, including that which will occur through the proposed infrastructure development project, is expected to generate financially feasible investment opportunities for the private sector. Ultimately, the additional financial resources leveraged through completion of the St. Louis Street infrastructure project would achieve a significant benefit to the local and regional economy. In essence, the St. Louis Street infrastructure project will represent an indirect, publicly funded economic incentive. The anticipated outcome includes the cumulative channeling of additional public and private sector investments within the Central Business District, further benefiting the local and regional economy. Long-

term, an improved quality of life for the community should occur, achieved through workforce development, job creation, and expansion of the tax base.

TASKS, MILESTONES, AND TIMEFRAMES

Task #1 – ADCNR Grant Development
The Executive Director for the Alabama Gulf Coast Recovery Council is responsible for coordinating and implementing all activities undertaken for project submission, selection, and funding awards for Direct Component RESTORE Act funding. The Executive Director began working with the City of Mobile on January 9, 2019, after approval of the MIP, to develop the Mobile Greenway Initiative: Three Mile Creek Trail (Phase I) grant application for submission into GrantSolutions.

Anticipated completion date: December 1, 2019

Task #2 – ADCNR Grant Administration

ADCNR, as the Administrative Agent for the Alabama Gulf Coast Recovery Council, will serve as Grant Administrator for the project, monitoring subrecipient procurement, grant compliance, and programmatic activities. ADCNR will review subrecipients procurement, final engineering and design documents and ensure all permits have been acquired. ADCNR will conduct periodic onsite visits and will submit all semi-annual and final reports. Volkert, Inc., as ADCNR's Program Manager, may assist with some of the activities listed above on an as-needed, task order basis.

Anticipated completion date: November 30, 2022 / 36 months post-award

KEY PERSONNEL
Authorizing Official:
Christopher M. Blankenship
Commissioner, ADCNR
64 N. Union Street
Montgomery, AL 36130
Phone: (334) 242-3486
Fax: (334) 242-0999
Chris.blankenship@dcnr.alabama.gov

Program Director:
Amy Hunter
DWH Restoration Coordinator
ADCNR – Five Rivers
31115 5 Rivers Blvd.
Spanish Fort, AL 36527
Phone: 251.621.1216

Financial Officer:
Joseph Osenton
Accounting Director, ADCNR

64 N. Union Street
Montgomery, AL 36130
Phone: (334) 242-3813
joseph.osenton@dcnr.alabama.gov

Task #3 – Final Engineering & Design; Construction Plans, Specifications and Bid Documents

ADCNR approval of the final engineering and design plan set will occur within 12 months post award. The City of Mobile procured the services of an independent Design and Engineering team, led by BKI, to provide engineering and design services for St. Louis Street Rehabilitation Project. The services being provided by the firm include master planning, urban design, landscape architecture, civil engineering, architecture, survey, geotechnical, structural engineering, electrical engineering, MEP, environmental permitting, construction document production, cost estimating and value engineering, and bid package preparation.

The basic services provided will be as follows:

1. Schematic Design (30% Design)
   a. Continued development of conceptual design built on GIS base and information gained.
   b. Public Engagement
   c. Schematic Design Plan Set: refinement of the conceptual layout at 20 scale: approximately 30% complete plans
   d. preliminary landscape plans
   h. Geotechnical Report

Anticipated completion date: Award + 5 months

2. Design Development (60% Design Development) –
   a. following the City's approval of Final Schematic Design, detailed plan drawings and typical site details will be developed.
   b. Deliverables include plans, details and finishes, enlargements, and conceptual grading plans, and budget analysis.
   c. approximately 60% complete plans.
   d. Review of departmental and regulatory comments

Anticipated completion date: Award + 8 months

3. Construction Documents – will be developed based upon approved Design Development Package. Detailed plan drawings and details will be developed that are suitable for bidding and construction of the project. The documents will include both detailed and performance landscape plan specifications for design elements to give the contractor the maximum ability to provide solutions that meet the design intent within budget.

   a. Sealed plan set suitable for permitting and approvals.
   b. Plan sheets for existing conditions survey, utilities and drainage, demolition/preservation, and erosion control
   c. Plan and profile sheets showing horizontal layout and vertical profile of improvements

d. lighting and landscaping plans
e. Utility specifications
f. Refined budget estimate based on these plans

Anticipated completion date: Award + 12 months

Task #4 – Rehabilitation and reconstruction; St. Louis Street Corridor

Upon approval by ADCNR of the final engineering and design documents, the City will begin the process to publicly bid, award and proceed with construction activities related to the St. Louis Street Rehabilitation project. Thereafter, construction will begin with substantial completion occurring within 30 months of award.

Anticipated NTP completion date: Award + 14 months
Anticipated 50% construction completion date: Award + 18 months
Anticipated 100%; project delivery completion date: Award + 30 months

Task #5 -- ADCNR Grant Closeout Activities

Once substantial completion has been reached by the Subrecipient, and upon favorable review by ADCNR, ADCNR will initiate and submit all required documentation to begin and conclude the grant closeout process in compliance with 2 CFR Part 200 and the RESTORE Act STC. Final drawdown and federal financial report will be completed upon instruction by Treasury.

Anticipated completion date: November 30, 2022 / 36 months post award

Budget Narrative: Activity #12: Innovating St. Louis Street: Mobile's Technology Center v11.1.2019

a) Personnel: The Alabama Department of Conservation and Natural Resources (ADCNR) requests $37,775 in personnel and fringe to provide oversight and management of the implementation of Activity #12 of the Direct Component Multiyear Implementation Plan adopted by the AGCRC and approved by the US Department of Treasury on November 26, 2018. ADCNR will execute a sub-recipient agreement with the City of Mobile, to implement Activity #12. ADCNR personnel will be responsible for oversight and management which include oversight, coordination and monitoring of grant activities, sub-recipient activities, and funds expended under this program. Program management and monitoring activities will be conducted to ensure compliance with the grant award terms and conditions, 2 CFR 200, 31 CFR 34, and applicable federal, state, and local laws.

- The **Alabama Gulf Coast Recovery Council Executive Director** is responsible for coordinating and implementing all activities undertaken for project submission, selection, and funding awards for the Center of Excellence RESTORE Act funding. The ED will provide support for RESTORE Act activities including, but not limited to, subrecipient monitoring; participating in meetings and conference calls, as needed; reviewing subrecipient agreements, procurement documents, contracts, reports, and all other necessary documents for grant administration. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

- **ADCNR's Deepwater Horizon (DWH) Restoration Coordinator** will provide support for RESTORE Act activities including, but not limited to, subrecipient monitoring; participating in meetings and conference calls, as needed; reviewing subrecipient agreements, procurement documents, contracts, reports, and all other necessary documents for grant administration. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

- The **Biologist III / Grants Manager** will assist in preparing draft proposals for Executive Director review, developing budgets and expense details, reviewing subrecipient reports and invoices, submitting semi-annual reports and reimbursements to Treasury, and participating in meetings and conference calls as needed.

- **Administrative Assistant** will provide general office support for the Executive Director and Grants Coordinator as needed.

ADCNR Personnel / Staff Time

		YEAR 1		YEAR 2		YEAR 3		
Position	Average Salary (annual)	Est. % time	Cost Year 1	Est. % time	Cost Year 2	Est. % time	Cost Year 3	Total
AGCRC ED Pre award	$105,866.40	0.05	$5,293					$5,293

Bio -III Pre Award	$56,988	0.01	$570					$570
AGCRC ED	$105,866.40	0.08	$8,469	0.07	$7,411	0.05	$5,293	$15,880
Bio-IV	$91,200	0.01	$912	0.01	$912	0.01	$912	$1,824
Bio-III	$56,988	0.02	$1,140	0.02	$1,140	0.02	$1,140	$2,280
GCO	$62,530	0	$0	0	$0	0	$0	$0
Admin. Asst.	$33,133	0.05	$1,657	0.05	$1,657	0.05	$1,657	$3,313
TOTAL by Year			**$18,041**		**$11,119**		**$9,002**	**$29,160**

b) **Fringe:** Fringe benefits include the costs of leave, employee insurance, pensions, and unemployment benefit plans. The costs are allowable provided that the benefits are reasonable and are required by law, non-Federal entity-employee agreement, or an established policy of the non-Federal entity.

Position(s)	Fringe %	YEAR 1	YEAR 2	YEAR 3	Total Fringe Benefit (life of project)
AGCRC ED Pre award	0.327	$1,730.92	$0.00	$0.00	$1,731
Bio -III Pre Award	0.344	$196.04	$0.00	$0.00	$196
AGCRC ED	0.327	$2,769.47	$2,423.28	$1,730.92	$5,193
Bio-IV	0.344	$313.73	$313.73	$313.73	$627
Bio-III	0.4173	$475.62	$475.62	$475.62	$951
GCO	0.3981	$0.00	$0.00	$0.00	$0
Admin. Asst.	0.5564	$921.76	$921.76	$921.76	$1,844
TOTAL by Year		$4,481	$4,134	$3,442	$8,615

TOTAL PERSONNEL AND FRINGE: $37,775

Preaward costs, for personnel and fringe, to undertake grant development tasks are anticipated and amount to $7,790. Approval is hereby requested to charge these costs to the grant award as preaward. These preaward costs are necessary in order to better refine and develop the grant application packet in the time period between MIP approval and prior to submitting the full grant application to Treasury. Preaward costs began to be incurred on March 4, 2019. These preaward costs are in anticipation of the award and the costs are necessary for

the efficient and timely performance of the scope of work. Pre award costs will be supported by substantiating documentation.

c) **Travel:** ADCNR anticipates travel to the Project Site for periodic site visits. . This amount is part of the administrative line item. Cost estimates were determined using Federal government-owned vehicle mileage reimbursement.

Travel

Purpose of Travel	Location	mileage	# persons	# trips	Rate	Cost
Field Visits / Compliance / Meetings	Spanish Fort to St. Louis Street	20	2	6	$24 / trip	**$144**

d) **Equipment:** ADCNR does not anticipate the purchase of any supplies under this grant award.

e) **Supplies:** ADCNR does not anticipate the purchase of any supplies under this grant award.

f) **Contractual:** ADCNR anticipates utilizing contractual program management support throughout the life of the grant award. Activities may include supporting the development, coordination and execution of the subaward agreement between ADCNR and the City of Mobile. Oversight/administration, draw review, and technical support as the project progresses through design, engineering and construction. Contractual support was procured in accordance with Alabama procurement law. ADCNR followed State procurement policies and procedures (Code of Alabama 1975 – Article 2-State Bid Laws (41-16-20) to identify and select Volkert, Inc. (Volkert) to provide DWH Program Management Services as needed (contract awarded 2/17/17). ADCNR estimates $97,180 in contract costs for Volkert, Inc. Volkert services may be used to provide technical expertise in overall grant administration support. Volkert services will be secured through task orders and reimbursed based upon actual time committed to the project. This estimate represents the top of the range.

Position(s)		YEAR 1	YEAR 2	YEAR 3	Total
Volkert, Inc.		$17,180	$40,000	$40,000	$97, 180
TOTAL					**$97,180**

g) **Construction:** ADCNR does not anticipate undertaking any construction activities to be paid with funds to be awarded under this grant. However, ADCNR will be approving construction activities to be undertaken by the subrecipient, the City of Mobile. Those activities are discussed in detail under Line "h: Other."

h) **Other:** ADCNR will execute a sub-award agreement with the City of Mobile to implement Activity #12 according to the scope of work approved in the MIP. The sub-award agreement will have an anticipated term of three years and subaward amount of $5,885,000.

The Subrecipient's budget, according to the 424C budget categories, can be detailed as follows:

COST CLASSIFICATION	Direct Component	MAWSS	COM	TOTAL
1. Administrative and legal expenses	$0	$0	$0	$0
2. Land, structures, rights-of-way, appraisals, etc.	$0	$0	$0	$0
3. Relocation expenses and payments	$0	$0	$0	$0
4. Architectural and engineering fees	$600,000	$0	$0	$600,000
5. Other architectural and engineering fees	$0	$0	$0	$0
6. Project Inspection fees	$0	$0	$0	$0
7. Site work	$0	$0	$0	$0
8. Demolition and removal	$0	$0	$0	$0
9. Construction	$5,285,000	$1,200,000	$0	$6,485,000
10. Equipment	$0	$0	$0	$0
11. Miscellaneous	$0	$0	$0	$0
12. SUBTOTAL (sum of lines 1-11)	$5,885,000	$1,200,000	$0	$7,085,000
13. Contingencies				$0
14. SUBTOTAL	$5,885,000	$1,200,000	$0	$7,085,000
15. Project (program) Income	$0	$0	$0	$0
16. TOTAL PROJECT COSTS	$5,885,000	$1,200,000	$0	$7,085,000

1) **Administrative and Legal Expenses:** The subrecipient, City of Mobile, does not anticipate incurring any administrative or legal expenses.

2) **Land, Structures, Rights of way, appraisals.** The subrecipient, City of Mobile, does not anticipate the purchase of any land, structures or right of way with funds to be awarded under this grant.

3) **Relocation Expenses and Payments.** The subrecipient, City of Mobile, does not anticipate any relocation expenses and/or payments with funds to be awarded under this grant.

4) **Architectural and engineering fees.** ADCNR will be approving architectural and engineering activities to be undertaken by the subrecipient, the City of Mobile. ADCNR will execute a sub-award agreement with the City of Mobile to implement Activity #12 according to the scope of work approved in the MIP. The subrecipient, City of Mobile (COM), has procured, according to the "City of Mobile Federal Grant Procurement Policy and Procedures" an E & D consulting firm. Prior to the performance period of this application, the City of Mobile contracted with an E&D firm for approximately $300,000 in COM funds. The Treasury Direct Component request for E&D will be $600,000. The sub-award agreement will have an anticipated term of three years and subaward of $5,885,000. The architectural and engineering fees, in the amount of $600,000 will be budgeted therein.

5) **Other architectural and engineering fees.** The subrecipient, City of Mobile, does not anticipate any other architectural and engineering fees to be paid with funds to be awarded under this grant.

6) **Project Inspection fees.** The subrecipient, City of Mobile, does not anticipate any project inspection fees to be paid with funds to be awarded under this grant.

7) **Site Work.** The subrecipient, City of Mobile, will incur cost to undertake site work activities; however these costs are included in the overall construction contract. See line item #9.

8) **Demolition and Removal.** The subrecipient, City of Mobile, will incur costs to demolish and remove the existing road way; however these costs are included in the overall construction contract. See line item #9.

9) **Construction.** Based on preliminary engineering and design, the City of Mobile anticipates construction activities, in the amount of $5,285,000. The construction contract will be awarded following a public bid. The construction contract will be leveraged by additional funds ($1,200,000) from a local utility, the City of Mobile Board of Water and Sewer Commissioners (doing business as Mobile Area Water and Sewer Systems (MAWSS)).

The preliminary engineering and design budget for the reconstruction of the St. Louis Street Corridor, Task 4 of the Project Narrative, contemplates the following scope for the mile long corridor: demolition and removal of the existing road bed, asphalt and concrete surfaces, removal of existing curb and gutter, repaired and/or replaced stormwater facilities, replaced water and sewer facilities in whole part, new road bed, curb, gutter, and sidewalk, new decorative lighting fixtures, street signs, and traffic lights, new landscaping and decorative pavers.

10) **Equipment.** The subrecipient, City of Mobile, does not anticipate the purchase of any equipment to be paid with funds to be awarded under this grant.

11) **Miscellaneous.** The subrecipient, the City of Mobile, does not anticipate any miscellaneous charges.

i) **Indirect Costs:** ADCNR anticipates $9,135 in indirect cost. This amount is part of the administrative line item. Indirect costs are calculated using ADCNR's Negotiated Indirect Cost Rate Agreement approved by the U.S. Department of the Interior. The current approved indirect rate is 24.09% of the personnel and fringe sub-total.

Preaward costs, for the indirect associated with the preaward personnel and fringe, to undertake grant development tasks is anticipated and may amount to $1,877 and will be supported by substantiating documentation.

Alabama Department of Conservation & Natural Resources
DUNS Number Documentation & Verification

Name of Organization: City of Mobile

DUNS Number: 010396687

If your Organization doesn't have a DUNS number, please read the info below and check the box if you intend on obtaining one.

Information about your DUNS number and Instructions to Obtain your DUNS number:

The Federal Funding Accountability and Transparency Act (FFATA) requires all applicants seeking Federal sub-grants and/or sub-contracts to have a DUNS number. Please refer to Title 2 of the Code of Federal Regulations Part 25.100 (2 CFR Part 25.100). The Federal government uses DUNS numbers to better identify related organizations receiving funding under grants and cooperative agreements and to provide consistent name and address data for electronic grant application systems.

☐ **Obtain a DUNS number** – A DUNS or Data Universal Numbering System number is a unique, nonindicative 9-digit identifier issued and maintained by D&B that verifies the existence of a business entity globally. After you receive a DUNS number, your business will be listed in D&B's database.

1. **If you have already registered or are unsure,** log onto **https://www.dnb.com/duns-number/lookup.html** and enter your Business name and State and click **SEARCH.** The site will display the results of your search and provide an option to send your DUNS number via email if you are registered.

2. **To obtain a DUNS number,** *we strongly suggest you register via the web* (not by telephone) by logging into **http://fedgov.dnb.com/webform/.** (If you visit a site that attempts to charge you for obtaining a DUNS number, you're at the wrong site because registering for a DUNS number is completely free and is usually created within one (1) business day.)

FOR DCNR USE ONLY

DUNS Number Verified: YES ☑ NO ☐
Date: 06-15-2020
Performed by: Robyn Cohron
Position Title: Coastal Restoration Account Specialist
DCNR Division: State Lands - Coastal
Contract/Grant Number: M1A12-ISLS
Federal Award Number: RDCGR010105

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 010396687

ENTITY MOBILE, CITY OF		Status: Active
DUNS: 010396687 +4:	CAGE Code: 496N7	DoDAAC:
Expiration Date: 09/19/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 205 GOVERNMENT ST City: MOBILE ZIP Code: 36602-2613	State/Province: ALABAMA Country: UNITED STATES	

Alabama Department of Conservation and Natural Resources

Federal Funding Accountability and Transparency Act ("Transparency Act" or "FFATA") Disclosure Statement

Effective Date of Agreement: 02/25/2020

Award Description/Title: Innovating St. Louis Street: Mobile's Technology Corridor

Entity Completing Form: CITY OF MOBILE

Entity's DUNS Number: 010396687 http://fedgov.dnb.com/webform

Address: 205 GOVERNMENT STREET

City, State, Zip+4: MOBILE, AL 36644

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this DUNS number belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

YES ☐ NO ☑ If yes, answer next question. If no, stop here and sign form and return to DCNR

Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this DUNS number belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986?

YES ☐ NO ☐ If no, complete the following. If yes, stop here and sign form and return to DCNR

Provide the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which this DUNS number, belongs):

Name	Position Title	Total Compensation Amount for the Entity's last complete fiscal year

Laura B. Angle Grants Compliance Mgr. 06/15/2020

Signature Title Date

Laura B. Angle

Typed Name of Signature

DCNR-07-2018

APPENDIX II TO 2 CFR PART 200:

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

APPENDIX II TO 2 CFR PART 200: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) 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."

(D) Davis-Bacon Act, as amended (40 USC 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 USC. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 USC. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 USC 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of

the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 USC 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.323.

(K) See §200.216.

(L) See §200.322.

LABOR STANDARDS SUPPLEMENTARY CONDITIONS TO THE CONSTRUCTION CONTRACT

LABOR STANDARDS SUPPLEMENTARY CONDITIONS TO THE CONSTRUCTION CONTRACT

The project or program to which the construction work covered by this Contract pertains is funded in whole or in part by the United States of America. The following Federal Labor Standards provisions are included in this contract, as required by provisions applicable to such Federal assistance. Any statute or regulation contained herein shall also include any subsequent amendment or successor statute or regulation. The terms of these Labor Standards Supplementary Conditions takes precedence over all provisions that may be inconsistent with said Labor Standards Supplementary Conditions. The following sections are included in these Labor Standards Supplementary Conditions:

SECTION A: Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction *(29 CFR §5.5(a))*

SECTION B: Contract Work Hours and Safety Standards Act *(29 CFR §5.5(b))*

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SECTION A: Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction

29 CFR §5.5(a)-Applies to any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds ... and which is subject to the labor standards provisions of any of the acts listed in 29 CFR §5.1.

(1) ***Minimum wages.***

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination.[1] The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(*1*) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(*2*) The classification is utilized in the area by the construction industry; and

(*3*) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

[1] Additional Wage Classifications can be requested by completing a REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE (SF-1444). A sample of SF-1444 is included as Appendix D. It can also be accessed from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/forms* or its successor site.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) ***Withholding.*** ADCNR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the

contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.*

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the United States Department of the Treasury if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to ADCNR. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number).

The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification* or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the United States Department of the Treasury if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to

the applicant, sponsor, or owner, as the case may be, for transmission to ADCNR, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of 29 CFR § 5.5 for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(*1*) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(*2*) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(*3*) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this 29 CFR § 5.5 .

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of 29 CFR § 5.5 available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees—*

(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of

fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) ***Compliance with Copeland Act Requirements.*** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract[2].

(6) ***Subcontracts.*** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) ***Contract termination and debarment.*** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) ***Compliance with Davis-Bacon and Related Act Requirements.*** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) ***Disputes concerning labor standards.*** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) ***Certification of eligibility.***

[2] The requirements of 29 CFR Part 3 can also be found in Section C of these Supplementary Conditions.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

SECTION B: Contract Work Hours and Safety Standards Act

29 CFR §5.5(b) – Applies to certain federally assisted construction contracts over $100,000 subject to Davis-Bacon and Related Acts wage standards where the Federal Government is not a direct party.

(1) ***Overtime requirements.*** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) ***Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth in paragraph 1 of 29 C.F.R.§ 5.5(b),the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of 29 C.F.R.§ 5.5(b), in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of 29 C.F.R.§ 5.5(b).

(3) ***Withholding for unpaid wages and liquidated damages.*** The Department of Treasury or ADCNR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of 29 C.F.R.§ 5.5(b),

(4) ***Subcontracts.*** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1 through 4 of 29 C.F.R.§ 5.5(b) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime

contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of 29 C.F.R.§ 5.5(b).

SECTION C: 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Work Financed in Whole or in Part by Loans or Grants from the United States *(Anti-Kickback Regulations, Copeland Act)*

§3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

§3.2 Definitions.

As used in the regulations in this part:

(a) The terms *building* or *work* generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a *building* or *work* within the meaning of the regulations in this part.

(b) The terms *construction, prosecution, completion,* or *repair* mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles,

supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms *public building* or *public work* include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term *building or work financed in whole or in part by loans or grants from the United States* includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is *employed* and receiving *wages,* regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term *any affiliated person* includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term *Federal agency* means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

§3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term *employee* shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at *http://www.dol.gov/whd/forms/index.htm* or its successor site.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

§3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

§3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A *bona fide prepayment of wages* is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of

providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met:

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under §516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by

law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

§3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

§3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

§3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

§3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

§3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

§3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

LISTING OF APPENDICES

LISTING OF APPENDICES

Appendix A - Davis-Bacon Poster (WH-1321)

The Davis-Bacon poster (WH-1321) **SHALL** be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where is can be easily seen by the workers *(29 CFR §5.5(a)(1)(i))*. The Davis-Bacon Poster (WH-1321) is included as Appendix A. It can also be accessed from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/governmentcontracts/construction/posters* or its successor site.

Appendix B - U.S. Department of Labor Wage and Hour Division Payroll Reporting Form (WH-347)

A sample of Optional Form WH-347 is included as Appendix B. The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/forms* or its successor site.

Appendix C - Instructions for U.S. Department of Labor Wage and Hour Division Payroll Form (WH-347)

Instructions for completion of Optional Form WH-347 are included as Appendix C. Instructions can also be accessed from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/forms* or its successor site.

Appendix D - Request for Authorization of Additional Classification and Rate (SF-1444)

Additional Wage Classifications can be requested by completing a Request for Authorization of Additional Classification and Rate (Standard Form 1444). SF-1444 is included as Appendix D. It can also be accessed from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/forms* or its successor site.

Appendix E - Labor Standards Interview (SF-1445)

A sample of the Labor Standards Interview Form (SF-1445) is included as Appendix E. ADCNR will use this form to interview on-site employees at period site visits. This form can be accessed at *https://www.gsa.gov/cdnstatic/SF%201445.pdf?forceDownload= 1* or its successor site.

Appendix F - Wage Determination

APPENDIX A

DAVIS BACON POSTER (WH-1321)

WORKER RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS WORKING ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

The law requires employers to display this poster where employees can readily see it.

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

RETALIATION

The law prohibits discharging or otherwise retaliating against workers for filing a complaint, cooperating in an investigation, or testifying in a proceeding under the Davis-Bacon and Related Acts.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.

WHD WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY 1-877-889-5627
www.dol.gov/whd

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WH1321 REV 12/17

APPENDIX B

U.S. DEPARTMENT OF LABOR WAGE AND HOUR DIVISION PAYROLL FORM (WH-347)

U.S. Department of Labor
Wage and Hour Division

PAYROLL

For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

WAGE AND HOUR DIVISION
Revised December 2008

OMB No. 1235-0008
Expires 09/30/2026

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION / PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

APPENDIX C

INSTRUCTIONS FOR COMPLETING PAYROLL FORM (WH-347)

Appendix C – Instructions for Completing Payroll Form, WH-347

General: Form WH-347has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "$12.25/.40" would reflect a $12.25 base hourly rate plus $0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds $100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "$163.00/$420.00" would reflect the earnings of a worker who earned $163.00 on a Federally assisted construction project during a week in which $420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "*See* Deductions column in this payroll." *See* "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions: Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

APPENDIX D

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE (SF-1444)

Request For Authorization Of Additional Classification And Rate	Check Appropriate Box ☐ Service Contract ☐ Construction Contract	**OMB Control Number: 9000-0066** **Expiration Date: 5/31/2025**

Instructions: The Contractor shall complete items 3 through 16, keep a pending copy, and submit the request, in quadruplicate, to the Contracting Officer.

1. **To:** Administrator, Wage And Hour Division U.S. Department Of Labor Washington, DC 20210	2. **From:** (Reporting Office)
3. Contractor	4. Date Of Request

5. Contract Number	6. Date Bid Opened (Sealed Bidding)	7. Date Of Award	8. Date Contract Work Started	9. Date Option Exercised (If Applicable) (Service Contract Only)

10. Subcontractor (If Any)

11. Project And Description Of Work (Attach Additional Sheet If Needed)

12. Location (City, County, And State)

13. In Order To Complete The Work Provided For Under The Above Contract, It Is Necessary To Establish The Following Rate(s) For The Indicated Classification(s) Not Included In The Department Of Labor Determination

Number: Dated:

a. List In Order: Proposed Classification Title(s); Job Description(s); Duties; And Rationale For Proposed Classifications (Service contracts only)	b. Wage Rate(s)	c. Fringe Benefits Payments
(Use reverse or attach additional sheets, if necessary)		

14. Signature And Title Of Subcontractor Representative (If Any)	15. Signature And Title Of Prime Contractor Representative

16. Signature Of Employee Or Representative	Title	Check Appropriate Box - Referencing Block 13. ☐ Agree ☐ Disagree

To Be Completed By Contracting Officer (Check As Appropriate - See FAR 22.1019 (Service Contract Labor Standards) Or FAR 22.406-3 (Construction Wage Rate Requirements))

☐ The Interested Parties Agree And The Contracting Officer Recommends Approval By The Wage And Hour Division. Available Information And Recommendations Are Attached.

☐ The Interested Parties Cannot Agree On The Proposed Classification And Wage Rate. A Determination Of The Question By The Wage And Hour Division Is Therefore Requested. Available Information And Recommendations Are Attached.

(Send 3 copies to the Department of Labor)

Signature Of Contracting Officer Or Representative	Title And Commercial Telephone Number	Date Submitted

Paperwork Reduction Act Statement

This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0066. We estimate that it will take .5 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

APPENDIX E

LABOR STANDARDS INTERVIEW FORM (SF-1445)

LABOR STANDARDS INTERVIEW

CONTRACT NUMBER	EMPLOYEE INFORMATION			
	LAST NAME	FIRST NAME	MI	
NAME OF PRIME CONTRACTOR				
	STREET ADDRESS			
NAME OF EMPLOYER				
	CITY	STATE	ZIP CODE	
SUPERVISOR'S NAME				
LAST NAME / FIRST NAME / MI	WORK CLASSIFICATION	WAGE RATE		

ACTION	CHECK BELOW YES	NO
Do you work over 8 hours per day?		
Do you work over 40 hours per week?		
Are you paid at least time and a half for overtime hours?		
Are you receiving any cash payments for fringe benefits required by the posted wage determination decision?		

WHAT DEDUCTIONS OTHER THAN TAXES AND SOCIAL SECURITY ARE MADE FROM YOUR PAY?

	TOOLS YOU USE	
HOW MANY HOURS DID YOU WORK ON YOUR LAST WORK DAY BEFORE THIS INTERVIEW?		
DATE OF LAST WORK DAY BEFORE INTERVIEW *(YYMMDD)*		
DATE YOU BEGAN WORK ON THIS PROJECT *(YYMMDD)*		

THE ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE

EMPLOYEE'S SIGNATURE	DATE *(YYMMDD)*

INTERVIEWER	SIGNATURE	TYPED OR PRINTED NAME	DATE *(YYMMDD)*

INTERVIEWER'S COMMENTS

WORK EMPLOYEE WAS DOING WHEN INTERVIEWED	ACTION *(If explanation is needed, use comments section)*	YES	NO
	IS EMPLOYEE PROPERLY CLASSIFIED AND PAID?		
	ARE WAGE RATES AND POSTERS DISPLAYED?		

FOR USE BY PAYROLL CHECKER

IS ABOVE INFORMATION IN AGREEMENT WITH PAYROLL DATA?

☐ YES ☐ NO

COMMENTS

CHECKER

LAST NAME	FIRST NAME	MI	JOB TITLE

SIGNATURE	DATE *(YYMMDD)*

APPENDIX F

WAGE DETERMINATION

"General Decision Number: AL20250164 01/03/2025

Superseded General Decision Number: AL20240164

State: Alabama

Construction Type: Highway

County: Mobile County in Alabama.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

-----(THE FOLLOWING NOTE DOES NOT APPLY TO THIS CONTRACT)-----

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number: 0
Publication Date: 01/03/2025

ELEC0505-001 09/01/2023

	Rates	Fringes
ELECTRICIAN	$ 30.90	3%+9.41

SUAL2019-043 11/13/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 16.20 **	0.00
FORM WORKER	$ 10.00 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 19.82	0.00
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck)	$ 14.55 **	0.00

IRONWORKER, REINFORCING	$ 17.70	**	0.00
IRONWORKER, STRUCTURAL	$ 22.40		0.00
LABORER GRADE CHECKER	$ 14.08	**	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 14.22	**	0.00
LABORER: Common or General	$ 12.41	**	0.00
LABORER: Mason Tender - Cement/Concrete	$ 13.20	**	0.00
LABORER: Pipelayer	$ 15.98	**	0.00
LABORER: Erosion Control	$ 10.17	**	0.00
OPERATOR: Asphalt Spreader	$ 16.31	**	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 19.10		0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.88	**	0.00
OPERATOR: Broom/Sweeper	$ 13.38	**	0.00
OPERATOR: Bulldozer	$ 18.82		0.00
OPERATOR: Crane	$ 25.82		0.00
OPERATOR: Drill	$ 26.73		11.25
OPERATOR: Grader/Blade	$ 17.98		0.00
OPERATOR: Loader	$ 17.45	**	0.00
OPERATOR: Material Transfer Vehicle	$ 16.60	**	0.00
OPERATOR: Mechanic	$ 19.16		0.00
OPERATOR: Milling Machine	$ 15.79	**	0.00
OPERATOR: Oiler	$ 16.83	**	0.00

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 15.54 ** 0.00

OPERATOR: Roller.....$ 15.87 ** 0.00

OPERATOR: Scraper.....$ 13.30 ** 0.00

PAINTER (Brush and Roller).....$ 15.97 ** 1.27

TRAFFIC CONTROL: Flagger.....$ 14.00 ** 0.00

TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....$ 14.58 ** 0.00

TRUCK DRIVER: Dump Truck.....$ 16.04 ** 0.00

TRUCK DRIVER: Flatbed Truck.....$ 15.00 ** 0.00

TRUCK DRIVER: Lowboy Truck.....$ 16.79 ** 0.00

TRUCK DRIVER: Pickup Truck.....$ 15.05 ** 0.00

TRUCK DRIVER: Semi-Trailer Truck.....$ 15.56 ** 0.00

TRUCK DRIVER: Water Truck.....$ 13.50 ** 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which

the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

PROCUREMENT OF RECOVERED MATERIALS

PROCUREMENT OF RECOVERED MATERIALS

The prime contractor must comply with federal regulations regarding procurement of recovered materials found at 2 CFR §200.323.

2 CFR §200.323 requires the Project Owner and its contractors to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

The following summary of products designated by 40 CFR Part 247 has been provided to assist in contractor compliance; however, compliance is the contractor's sole responsibility. Note that this listing is not all inclusive and one or more products may or may not be applicable to this scope of work for this construction contract. Contractors should refer to 40 CFR Part 247 for additional information.

40 CFR §247.12 designates the following Construction Products:

(a) Building insulation products, including the following items:

(1) Loose-fill insulation, including but not limited to cellulose fiber, mineral fibers (fiberglass and rock wool), vermiculite, and perlite;

(2) Blanket and batt insulation, including but not limited to mineral fibers (fiberglass and rock wool);

(3) Board (sheathing, roof decking, wall panel) insulation, including but not limited to structural fiberboard and laminated paperboard products, perlite composite board, polyurethane, polyisocyanurate, polystyrene, phenolics, and composites; and

(4) Spray-in-place insulation, including but not limited to foam-in-place polyurethane and polyisocyanurate, and spray-on cellulose.

(b) Structural fiberboard and laminated paperboard products for applications other than building insulation, including building board, sheathing, shingle backer, sound deadening board, roof insulating board, insulating wallboard, acoustical and non-acoustical ceiling tile, acoustical and non-acoustical lay-in panels, floor underlayments, and roof overlay (coverboard).

(c) Cement and concrete, including concrete products such as pipe and block containing:

(1) Coal fly ash;

(2) Ground granulated blast furnace slag (GGBF);

(3) Cenospheres; or

(4) Silica fume from silicon and ferrosilicon metal production.

(d) Carpet made from polyester fiber made from recovered materials for use in moderate-wear applications such as single-family housing and similar wear applications.

(e) Floor tiles and patio blocks containing recovered rubber or plastic.

(f) Shower and restroom dividers/partitions containing recovered plastic or steel.

(g) (1) Consolidated latex paint used for covering graffiti; and

(2) Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceilings, and trim; gutter boards; and concrete, stucco, masonry, wood, and metal surfaces.

(h) Carpet cushion made from bonded polyurethane, jute, synthetic fibers, or rubber containing recovered materials.

(i) Flowable fill containing coal fly ash and/or ferrous foundry sands.

(j) Railroad grade crossing surfaces made from cement and concrete containing fly ash, recovered rubber, recovered steel, recovered wood, or recovered plastic.

(k) Modular threshold ramps containing recovered steel, rubber, or aluminum.

(l) Nonpressure pipe containing recovered steel, plastic, or cement.

(m) Roofing materials containing recovered steel, aluminum, fiber, rubber, plastic or plastic composites, or cement.

40 CFR §247.13 designates the following Transportation Products:

(a) Traffic barricades and traffic cones used in controlling or restricting vehicular traffic.

(b) Parking stops made from concrete or containing recovered plastic or rubber.

(c) Channelizers containing recovered plastic or rubber.

(d) Delineators containing recovered plastic, rubber, or steel.

(e) Flexible delineators containing recovered plastic.

40 CFR §247.14 designates the following Park and Recreation Products:

(a) Playground surfaces and running tracks containing recovered rubber or plastic.

(b) Plastic fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.

(c) Park benches and picnic tables containing recovered steel, aluminum, plastic, or concrete.

(d) Playground equipment containing recovered plastic, steel, or aluminum.

40 CFR §247.15 designates the following Landscaping Products:

(a) Hydraulic mulch products containing recovered paper or recovered wood used for hydroseeding and as an over-spray for straw mulch in landscaping, erosion control, and soil reclamation.

(b) Compost made from recovered organic materials.

(c) Garden and soaker hoses containing recovered plastic or rubber.

(d) Lawn and garden edging containing recovered plastic or rubber.

(e) Plastic lumber landscaping timbers and posts containing recovered materials.

(f) Fertilizer made from recovered organic materials.

PROHIBTION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OF EQUIPMENT

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OF EQUIPMENT

The prime contractor must comply with federal regulations regarding prohibition on certain telecommunications and video surveillance services or equipment found at 2 CFR §200.216, which states:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

DOMESTIC PREFERENCES FOR PROCUREMENTS

DOMESTIC PREFERENCES FOR PROCUREMENTS

The prime contractor must, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or material produced in the United States (including, but not limited to, iron, aluminum, steel, cement and other manufactured products).

Additional information about federal regulations regarding domestic preferences for procurements can be found at 2 CFR §200.322, which states:

> (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
>
> (b) For purposes of this section:
>
> > (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
> >
> > (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

The requirements of this section must be included in all contracts and subcontracts for work or products under this award pursuant to 2 CFR § 200.322 and Executive Order 14005 Ensuring the Future is Made in All of America by All of America's Workers (January 25, 2021).

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Documentation of compliance with the following requirements is a matter of contractor responsibility. When subcontracting, the contractor must submit documentation of good faith efforts to meet the project's MBE/WBE requirements before contracted work can commence. (MBE/WBE requirements are outlined below and can be found at 2. C. F. R. §200.321.) Failure on the part of the contractor to submit proper documentation may cause the Owner not to execute or to terminate the contract.

(a) The prime contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The prime contractor should note that this requirement mandates two responsibilities. Separate solicitations must be made of minority **and** women's business enterprises.

SUBMITTAL OF MINORITY BUSINESS ENTERPRISE AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) DOCUMENTATION

Before the Notice of Award can be issued, the lowest responsive and responsible bidder will be required to submit either:

- A written certification that no subcontracts will be issued.

  - OR -

- The Subcontractor Listing Form detailing all subcontractors that will perform work on the project, including name, contact person, address, phone, and status (MBE, WBE or Non).

If subcontractors will be utilized, the lowest responsive and responsible bidder will be required to submit the following for subcontracts proposed to be awarded to MBE/WBE enterprises:

- A certification from each MBE and/or WBE firm declaring its status as a MBE or WBE firm. This can be an SBA [OR OTHER STATE AGENCY] certification. A self-certification is acceptable, if the certification specifies the basis for MBE/WBE designation (e.g., the business is 51% owned and daily operation is controlled by one or more women or minority owners).

If subcontractors will be utilized, the lowest responsive and responsible bidder will be required to submit the following for subcontracts proposed to be awarded to Non-MBE/WBE:

- For all subcontracts for which there are capable certified MBE/WBE firms existing to potentially perform the work, letters transmitted to MBE and WBE firms requesting quotes or proposals for specific subcontracting opportunities, for construction, equipment, materials, or supply needs and encouraging inquiries for further details. Solicitations should have been sent in a timely manner, including allowed response time. (See "Sample Letter from Contractor to MBE/WBE Firms" below.)

- A listing of certified MBE and WBE firms from whom quotes or proposals were received, if any, who were not awarded subcontracts, for construction, equipment, materials or supplies.

- Evidence that each Non-MBE/WBE subcontractor or supplier selected for the scope of work or material purchase, was lower in price than each MBE/WBE proposal (or that there is some other acceptable reason to select the Non-MBE/WBE) and that the scope of work, or material purchase, was the same for both the MBE/WBE and Non-MBE/WBE.

The following are points of contact to send the advertisements, RFQ package and/or construction bid package for MBE/WBE outreach. Contact can be by sending hard copy documents, but make sure to require a signature and maintain documentation of receipt. Contact can also be made by email, but make sure to obtain an email response confirming receipt of the message.

1. Alabama Department of Economic and Community Affairs (ADECA)
Attn: Mr. Scott Stewart
Office of Minority Business Enterprise
P.O. Box 5690
Montgomery, AL 36103-5690
Scott.Stewart@adeca.alabama.gov

2. Alabama Small Business Development Center Network
Attn: Mr. Brian Davis
The University of Alabama
P.O. Box 870386
Tuscaloosa, AL 35487=0396
(205)348-7621

3. Alabama Small Business Development Center
Attn: Louise Grover

1500 1st Avenue North, Unit 62
Birmingham, AL 35203

Should the Prime Contractor intend to later issue a subcontract, the above affirmative steps must be followed and documentation of such submitted to the Owner for review as described under this section.

SAMPLE LETTER FROM CONTRACTOR TO MBE/WBE FIRMS

SAMPLE LETTER FROM CONTRACTOR TO MBE/WBE FIRMS

(CONTRACTOR'S LETTERHEAD)

[DATE]

[MBE/WBE COMPANY NAME]
[ADDRESS]
[CITY, STATE ZIP]

RE: [NAME OF PROJECT]

Dear [MBE/WBE FIRM]:

This company intends to submit a bid on the above referenced project.

We are soliciting a proposal from you for any item or items on this project for which you are qualified to subcontract. You may submit proposals to subcontract items of construction or for project materials and supplies if you are a distributor of materials or equipment.

A [BID SCHEDULE OR DESCRIPTION OF THE SPECIFIC ITEM TO BID] is attached for your review. You are encouraged to submit proposals on any item(s) for which you are qualified to subcontract. Proposals must be submitted by [SUBMITTAL DEADLINE] to be considered.

For further details, you are encouraged to contact [NAME OF OWNER REPRESENTATIVE] by email at [EMAIL ADDRESS] or by telephone at [TELEPHONE NUMBER] during normal business hours.

Sincerely,

[NAME OF REPRESENTATIVE]
[NAME OF COMPANY]

Enclosure: [BID SCHEDULE OR DESCRIPTION OF THE SPECIFIC ITEM TO BID]

41 CFR §60-1.4(b) EQUAL OPPORTUNITY CLAUSE

(for Federally Assisted Construction Contracts)

41 CFR §60-1.4(b) EQUAL OPPORTUNITY CLAUSE

(for Federally Assisted Construction Contracts)

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, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided 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 qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

41 CFR §60-4.2(d) NOTICE OF REQUIREMENT FOR AFFIMRATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

(Executive Order 11246)

41 CFR §60-4.2(d) NOTICE OF REQUIREMENT FOR AFFIMRATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time-tables	Covered Area (Geographical area where the contract is to be performed)	Goals for minority participation for each trade	Goals for female participation in each trade
Until Further Notice	Baldwin County, AL	25.9 %	6.9% for all Covered Areas
	Mobile County, AL	25.9 %	

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the Alabama County within the Gulf Coast Region where the contract will be performed.

41 CFR §60-4.3(a) STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

(Executive Order 11246)

41 CFR §60-4.3(a) STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and

training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

SUBCONTRACTOR LISTING FORM

(v.09.30.2023)

SUBCONTRACTOR LISTING FORM *(v.09.30.2023)*

The prime contractor must submit this form to the Owner prior to contract execution and must update it for each subcontractor performing any work resulting from this contract. If additional lines are needed, this form may be duplicated.

Subcontractor Name and Contact Person	Subcontractor Address and Phone Number	Subcontractor Active UEI	MBE (Y/N)	WBE (Y/N)	On Site during this period (Y/N)
Bennett Construction, LTD William McGlasker	2445 Clairmont Dr. W Semmes, AL 36575 251-423-7764	HBKHTEVEW943	Y	N	
Steel Enforcers, Inc. Courtney Holman	P.O. Box 1832 Semmes, AL 36575 251-604-2401	DC5YNV22M8Y4	Y	Y	
Coastal Environmental and Erosion Control, LLC Allison Woodson	30941 Mill Ln., Suite G#296 Spanish Fort, AL 36527 251-510-1469	E54YXNDJ9KZ4	N	Y	
Innovative Contracting Services, Inc Anthony Johnson	852 Springhill Ave. Mobile, AL 36602 214-490-4027	F2LZZNS4KTH3	Y	N	
C and A Quality Construction, LLC Bernarda Ramos Orellana	9351A HW 188 Irvington, AL 36544 251-447-8167	JX64XHTTP2B9	Y	Y	
Smith Industrial Service Paul David	2001 W I-65 Service Rd N. Mobile, AL 36618 251-243-1964	HN2UEA7ABPN3	N	N	
M.A. Harvill Construction, LLC Bridget Harvill	P.O. Box 938 Wilmer, AL 36587 251-402-5638	B8ZPJJH5PPL4	N	N	
Inline, LLC Lee Reach	5535 Business Parkway Theodore, AL 36582 251-510-4413	KKM5BN5EN548	N	N	
Gulf Breeze Landscaping, LLC Clyde Garlick	P.O. Box 347 Gautier, MS 39553 228-497-3356	XC85TSL6BMR4	N	N	
Renfroe, Hibberts & Co., Inc. Taylor Renfroe	11045 Old HW 31 Spanish Fort, AL 36687 251-680-5881	C8HGH9PQU723	N	N	

COMPLETED BY: Drew Windham **DATE:** 6/17/25

SUBCONTRACTOR LISTING FORM *(v.09.30.2023)*

The prime contractor must submit this form to the Owner prior to contract execution and must update it for each subcontractor performing any work resulting from this contract. If additional lines are needed, this form may be duplicated.

Subcontractor Name and Contact Person	Subcontractor Address and Phone Number	Subcontractor Active UEI	MBE (Y/N)	WBE (Y/N)	On Site during this period (Y/N)
C & H Construction Services, LLC Brandon Donoghue	PO Box 2252 Daphne, AL 36526 251-721-1754	HNRYNF268703	N	N	
Element Construction & Fencing, LLC Avery Lowery	5562 Pine Wood Cir Orange Beach, AL 36561 251-484-1270	PCWFSY4RY3Z2	N	N	

COMPLETED BY: Drew Windham **DATE:** 6/17/25

DISCLOSURE OF LOBBYING ACTIVITIES

(SF-LLL)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
[x] Prime [ ] SubAwardee Tier if known: _____

*Name _____
*Street 1 _____ Street 2 _____
*City _____ State _____ Zip _____
Congressional District, if known: _____

6. * Federal Department/Agency:

7. * Federal Program Name/Description:
CFDA Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*
$

10. a. Name and Address of Lobbying Registrant:
Prefix _____ *First Name _____ Middle Name _____
*Last Name _____ Suffix _____
*Street 1 _____ Street2 _____
*City _____ State _____ Zip _____

b. Individual Performing Services (including address if different from No. 10a)
Prefix _____ *First Name _____ Middle Name _____
*Last Name _____ Suffix _____
*Street 1 _____ Street 2 _____
*City _____ State _____ Zip _____

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*Signature: _____
*Name: Prefix _____ *First Name _____ Middle Name _____
*LastName _____ Suffix _____
Title: _____ Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: July 22, 2025

Submitted by:
Robert Lasky, Executive Director of Public Safety

Sponsored by:
William Stimpson, Mayor

Purpose and Scope of Project:
the Mayor is authorized to apply, accept and receive from the U.S. Department of Justice, Community Oriented Policing Services (COPS) grant assistance in the amount of $3,142,980.00 for the DOJ FY25 COPS Hiring Program (CHP) grant. There is a $785,745.00 local match requirement.

Amount of Contract:

Funding Source

ATTACHMENTS:
1. RESOLUTION-FY25 COPS Hiring Grant

REVIEWERS:
Kelsi Tippery
Laura Angle
Cherlina Monteiro
James Barber

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the U.S. Department of Justice, Community Oriented Policing Services (COPS) grant assistance in the amount of $3,142,980.00 for the DOJ FY25 COPS Hiring Program (CHP) grant. There is a $785,745.00 local match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the U. S. Department of Justice and any other federal agency.

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 resolution is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed resolution.

Adopted:

_____

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A NON-EMERGENCY MEDICAL TRANSPORT SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Gwendolyn and Darrin Clark to operate a non-emergency medical transport service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on July 22, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Gwendolyn & Darrin Clark for a Certificate of Public Convenience and Necessity to operate a non-emergency medical transport service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Darrin O Clark, individually or on behalf of Lehgacy Transportation LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate: Gwendolyn Clark / Darrin Clark

Mobile Business Address: _____

Telephone: _____ Trade Name (d/b/a): _____

II. Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate SSN: ____

Mobile Residence:

Address City State Zip code

Telephone Number: 2 1 Driver's License #: ____

Residing in Mobile County: Years: 21 yrs Months: _____

U.S. Citizenship: Yes X No _____

I attest, under penalty of perjury that I am:

X A citizen or national of the United States

_____ A lawful permanent resident

(Alien # A_____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. X Other: (please specify) _____

Business Address: _____

(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, and etc.

Name	Title	Address	Amount of Stock Held (if any)
Gwendoly + Darrin Clark			

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)

non-emergency medical transport

Taxicab ☐ Sedan ☐ Shuttle ☐ Horse Drawn Carriage ☐ Other ☒

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? 6 days wk.

How many vehicles (carriages) do you intend to operate? 2

(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: min Van	Year: 2021	Model: Dodge
Make: min Van	Year: 2014	Model: Ford
Make:	Year:	Model:
Make:	Year:	Model:

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Darrin O C lark

Applicant's Signature

NAME OF ENTITY:

Lehgacy Transportation, LLC

By: Gwendolyn / Darrin Clark

Its Owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS

10 **DAY OF** June, 2025

Rashidah Powell

Notary Public

STATE OF ALABAMA NOTARY PUBLIC

RASHIDAH POWELL
My Commission Expires
October 23, 2028

(Applicant; Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Darrin O. Clark

Nickname(s) or Maiden Name: _____

Current Addr_____

Previous Address: _____

Personal Description:

Height: 5'11

Weight: 200

Hair Color: BLK

Eye Color: Bro

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Darrin Clark

Signature

6.10.2025

Date signed

(Applicant; Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Darrin O Clark

Date of Birth: _ ity #: _

Present Address: _____

Home Phone Number: Work Phone Numbe

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Ret.

Present Position/Title: _____

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Darrin C Clark — **Signature**

10.10.25 — **Date Signed**

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

   LEHGACY TRANSPORTATION LLC

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. The name of the registered agent (only one agent): GWENDOLYN CLARK

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

   5019 PRESLEY BL EIGHT MILE, AL 36613

   *COUNTY of above address: MOBILE

   Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State

001-173-739 DLL

Date	02/03/2025
Time	13:57:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

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

☐ Series LLC complying with Title 10A, Chapter 5A, Article 11

☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8

☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
The undersigned specify 2 / 3 / 2025 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 01 : 57 ☐ AM or ☑ PM. (cannot be noon or midnight – 12:00)

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

2 / 3 / 2025
Date (MM/DD/YYYY)

GWENDOLYN CLARK
Signature as required by 10A-5A-2.04

CEO
Typed title (organizer or attorney-in-fact)

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

Additional Details

Organizers

Organizer	Street Address	Mailing Address
DARRIN CLARK		

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

LEHGACY TRANSPORTATION LLC

This name reservation is for the exclusive use of GWENDOLYN CLARK, 5019 PRESLEY BL, EIGHT MILE, AL 36613 for a period of one year beginning February 03, 2025 and expiring February 03, 2026

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

February 03, 2025

Date

RES199908

Wes Allen **Secretary of State**

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

Date of this notice: 02-03-2025

Employer Identification Number:
33-3199282

Form: SS-4

Number of this notice: CP 575 G

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

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

LEHGACY TRANSPORTATION LLC
GWENDOLYN CLARK SOLE MBR

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 33-3199282. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

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

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

(IRS USE ONLY) 575G 02-03-2025 LEHG 0 9999999999 SS-4

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
* Refer to this EIN on your tax-related correspondence and documents.
* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is LEHG. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records. CP 575 G (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 G

9999999999

Your Telephone Number Best Time to Call

( ) -

DATE OF THIS NOTICE: 02-03-2025
EMPLOYER IDENTIFICATION NUMBER: 33-3199282
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

LEHGACY TRANSPORTATION LLC
GWENDOLYN CLARK SOLE MBR

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing to Consider Rezoning
Property located at 4421 Government Boulevard

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 14, 2021, a public hearing will be held on the 27th day of August, 2025, at 10:30 a.m., to consider adoption of an ordinance to consider rezoning property located at 4421 Government Boulevard from R-1, Single-Family Residential Suburban District, to B-3, Community 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 1, HAGAN FENCE COMPANY SUBDIVISION, AS RECORDED IN MAP BOOK 64, PAGE 120 IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District, to B-3, Community 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-3, Community 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-3, Community Business Suburban District, until all of the conditions set forth below have been complied with: 1. Compliance with the stacking and screening requirements of Article 3, Section 64-3-13.B. of the UDC; and, 2. Full compliance with all other municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized 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 27th 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 30th 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 **4421 Government Boulevard.**

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-3, Community 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-3 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-3 districts until the following conditions have been complied with: 1. Compliance with the stacking and screening requirements of Article 3, Section 64-3-13.B. of the UDC; and, 2. Full compliance with all other municipal codes and ordinances.

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

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

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, HAGAN FENCE COMPANY SUBDIVISION, AS RECORDED IN MAP BOOK 64, PAGE 120 IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District,** to **B-3, Community 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-3, Community 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-3, Community Business Suburban District,** until all of the conditions set forth below have been complied with: **1. Compliance with the stacking and screening requirements of Article 3, Section 64-3-13.B. of the UDC; and, 2. Full compliance with all other municipal codes and ordinances.**

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

Adopted:

_____

Lisa Lambert, City Clerk

Steve Trawick, Hagan Storm Fence of Mobile, Inc.
4421 Government Boulevard
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

July 17, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on February 20, 2025, considered the request of **Steve Trawick, Hagan Storm Fence of Mobile, Inc.** for a change in zoning from **R-1, Single-Family Residential Suburban District**, to **B-3, Community Business Suburban District,** for the property located at **4421 Government Boulevard**.

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

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

March 21, 2025

Steve Trawick, Hagan Storm Fence of Mobile, Inc.
4423 Government Boulevard
Mobile, Alabama 36693

Re: 4421 Government Boulevard
ZON-UDC-003241-2025
Steve Trawick, Hagan Storm Fence of Mobile, Inc.
District 4
Rezoning from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

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

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

After discussion the Planning Commission determined that the following criteria prevail to support Rezoning of the property to **B-3, Community Business Suburban District**:

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

As such, the Planning Commission voted to recommend approval of Rezoning the property to **B-3, Community Business Suburban District**, subject to the following conditions:

1. Compliance with the stacking and screening requirements of Article 3, Section 64-3-13.B. of the UDC; and,
2. Full compliance with all other municipal codes and ordinances.

ZON-UDC-003241-2025 4421 Government Boulevard
March 21, 2025

The advertising fee for this application is based on the current legal description is **$285.76**. 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

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:	Steve Trawick	
Firm:	Hagan Fence	
Phone:	251-422-3294	
Email:	strawick@haganfence.com	
Address:	4423 Government Blvd	

	Owner	Design Professional
Name:	Harshad Patel	
Firm:		
Phone:	251-654-9009	
Email:	johnhen2427@gmail.com	
Address:	4421 Government Blvd, Mobile Al	

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

LOT 1 HAGAN FENCE COMPANY SUBDIV MBK 64 PG 120 #SEC 11 T5S R2W #MP33 01 11 3 002 — .9 Acre

Property Address — Property Area (acres or square feet)

4421 Government Blvd, Mobile Al 36693

Parcel Number(s) or Key Number(s)

3301113002050001

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

Applicant or Agent Signature (if applicable) — Date 2/18/25

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 2/18/25

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

Predevelopment meeting 2/21/25 9am

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

Hagan Fence - same business as adjacent properties

Neighborhood Center - Surburban — Future Land Use Map (FLUM) Designation

B3 — Requested Zoning

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

Site grandfathered in as an R1

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

Removes an eyesore from the community

Removes a safety hazard from the community

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

Motel needs to be demolosihed

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.

Same as adjacent property of Hagan Fence

Adjacent properties are B3

2. Describe the surrounding land uses.

Vacant lot next door, Fax trolling motors, Beverly motel, Metro glass

Similar B3 zoning

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

None known

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

Not adequate - to be demolished

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.

Demolish the Motel

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

Demo Motel, fence in area, grade as necessary and meet any codes required.

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?
   1/23/25

2. What information was presented at the meeting?
   Site plans

3. What concerns were raised during the meeting?
   None - only 2 people showed up

4. Were any modifications made or considered in response to the concerns raised at the meeting?
   None

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

Predevelopment meeting 2/21/25 9am

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Demolish the Motel

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

Demo Motel, fence in area, grade as necessary and meet any codes required.

Contact Sheet

Applicant

Steve Trawick
Hagan Storm Fence of Mobile, Inc
4423 Government Blvd
Mobile, Al 36693
251-422-3294

Existing Owner

Harshad Patel
Crest Motel
4421 Government Blvd
Mobile, Al 36693
251-654-9009

Buyer

Kemp Properties
Hagan Storm Fence of Mobile, Al
David Kemp – Owner
PO Box 20897
Beaumont, Tx 77720
409-835-2597

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Harshad Patel, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 4421, Government BLVd.

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.

	Steve Trawick
Designee (1)	Designee (2)
Johnhen2427@Gmail.com	Strawick@haganfence.com
Email	Email
251. 654. 9009	251 422 3294
Phone Number	Phone Number
	10/29/24
Signature of Property Owner	Date

NEIGHBORHOOD MEETING NOTICE
FOR PLANNING COMMISSION APPLICATION
REQUEST: REZONING
APPLICANT: HAGAN FENCES
PHONE #: 251-661-4143
MEETING INFORMATION:
TILLMANS CORNER SENIOR CENTER
5863 NEVIUS RD
JANUARY 23, 2025 4:00 - 5:30 PM
Installed on
December 31, 2024
7:31 AM

Neighborhood Meeting

Date: 1-23-25

Time: 4:00 p.m. - 5:30

Location of Neighborhood Meeting: 5863 Nevius Rd
Mobile AL

Project Location: 4421 Government Blvd

Project/Application (e.g. Rezoning from R-1 to B-1):
Rezone to B3

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

X Glen Tiernan Date: 1/23/25

Please Sign In:

Name: Milton Morrow Email: Milton_Morrow6@yahoo.com
Address: 4355 Govt Blvd Phone: 251-490-0204

Name: Glen Perry Email: D.Glen.Perry@gmail.com
Address: 4251 Belvedere St Phone: 251-767-5304

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

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

Neighborhood Meeting Summary

Meeting Date: 1/23/25

Meeting Time: 4:00

Meeting Location:

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

Site Plan
Demo Building
Expand laydown yard

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

Site Plan

Please attach copies of the distributed information to this summary.

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

Discussed site plans
Demo of Motel

Only 3 people total - See list

Neighborhood excited to see Motel Demo

Neighborhood Meeting Summary

Date: 1/23/25 Meeting Location: 5863 Venus Rd

Applicant: Steve Trawick Application: Rezoning

(Meeting summary, continued)

Also Attached + talked about in Meeting

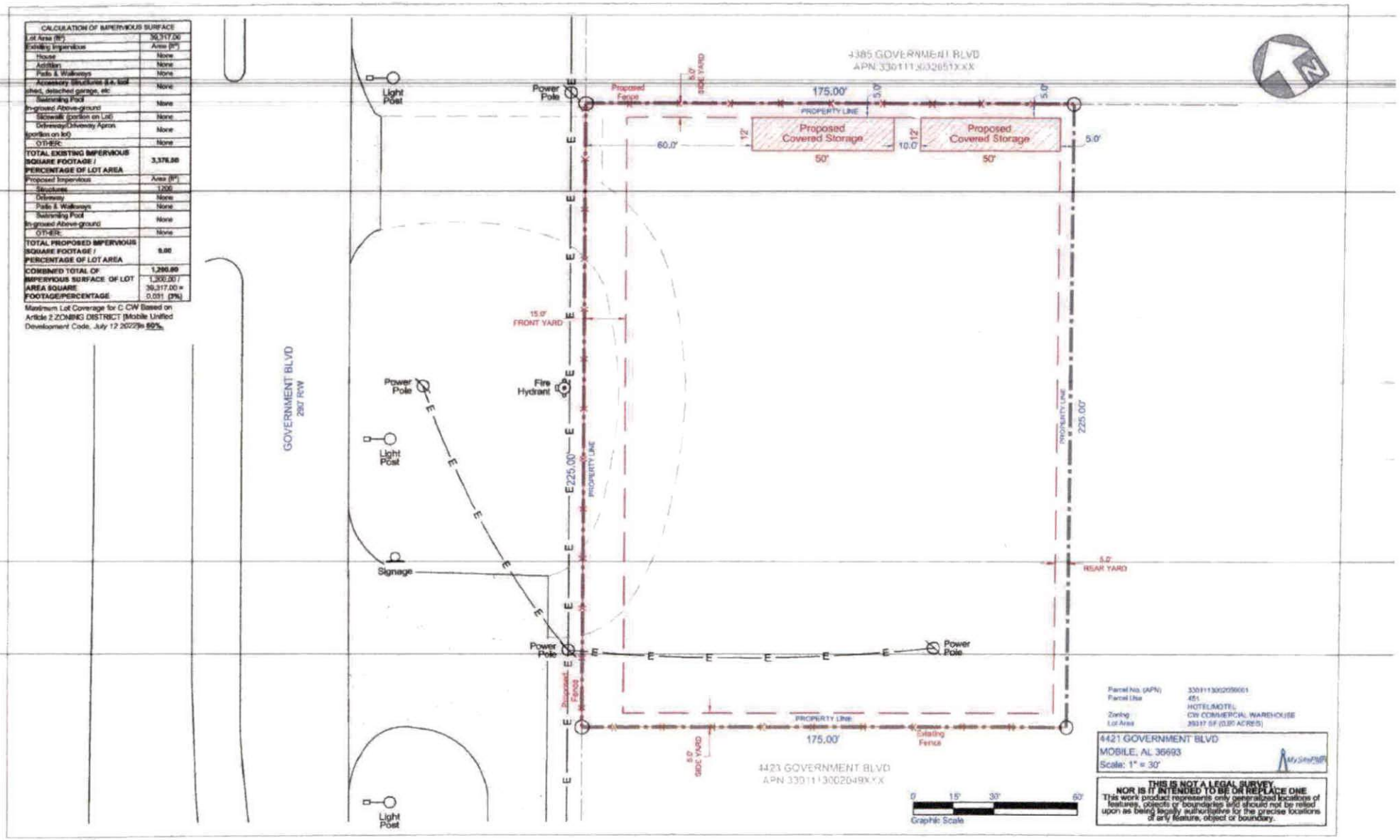
Community poll on Facebook

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

The Neighborhood Meeting ended at the following time: 5:30 pm

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

X Steve Trawick Date: 1/23/25

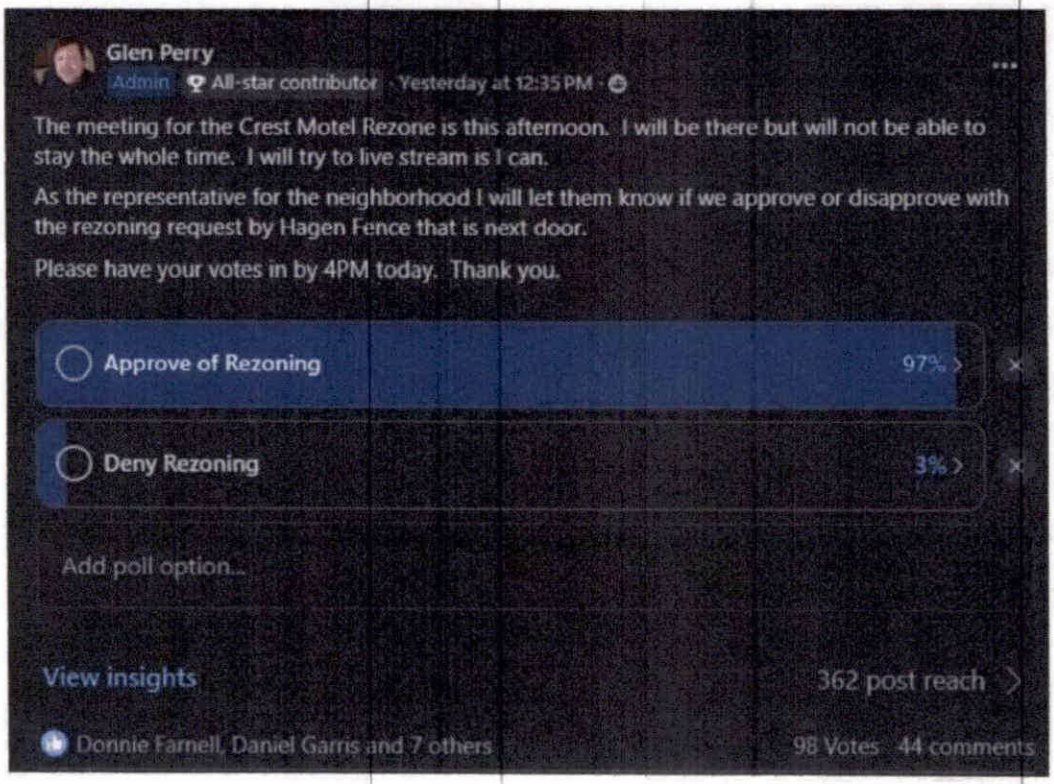


CALCULATION OF IMPERVIOUS SURFACE	
Lot Area (ft²)	39,317.00
Existing Impervious	Area (ft²)
House	None
Addition	None
Patio & Walkways	None
Accessory Structures (i.e. tool shed, detached garage, etc	None
Swimming Pool In-ground Above-ground	None
Sidewalk (portion on Lot)	None
Driveway/Driveway Apron (portion on lot)	None
OTHER:	None
TOTAL EXISTING IMPERVIOUS SQUARE FOOTAGE / PERCENTAGE OF LOT AREA	**3,376.00**
Proposed Impervious	Area (ft²)
Structures	1200
Driveway	None
Patio & Walkways	None
Swimming Pool In-ground Above-ground	None
OTHER:	None
TOTAL PROPOSED IMPERVIOUS SQUARE FOOTAGE / PERCENTAGE OF LOT AREA	**0.00**
COMBINED TOTAL OF IMPERVIOUS SURFACE OF LOT AREA SQUARE FOOTAGE/PERCENTAGE	**1,200.00** / 39,317.00 = 0.031 (3%)

Maximum Lot Coverage for C CW Based on Article 2 ZONING DISTRICT [Mobile Unified Development Code, July 12 2022]is **50%.**

Steve Trawick

From: Glen and Tricia <gtperry27@gmail.com>
Sent: Friday, January 24, 2025 3:33 PM
To: Steve Trawick
Subject: Voting results from Crestview Community on Rezoning



All voters are residents of the Crestview Community
96 Votes - Approve of Rezoning
Ian Congleton
Milton Morrow
Dan Garris
Dawn Akridge Bratcher
Diane Fausak Sutter
Willie Dunning III
Rhonda Arrington
Tricia Bowling
Dent Boykin
Vincenzo G Finizola
Tricia Irving Perry
Libby Headley
Holly Lee Panchenko
Jason Rose
Daniell Sharman
Christine Tuel-Pauley

Brenda Houyoux
Mike Ramage
Elizabeth Goldman
Matthew Tod Kimble
Rebecca Bernard Domangue
Christy Deupree
Carlene Stokley
Ramy Igo
Ruby Kornegay
Victoria Sexton
Shawndalon Henson
Sam Morgan
Marsha Hartery
Andrew Hii
Donna Pittman
Melissa Morgan Sexton
Melia Champagne
Charles Lee
David Pearson
Marie Larson
James A Andreasen
Larry Phelon
Tammy Parks
Cynthia Daffin
Clarence Hurd
Jamie Allgood
Susie Jones
Ken Moreman
Kyle Williams
Laterrica Molette
Jenny Marie Lowery
Marie Karen Morgan
Britany Leigh
Mike Baker
Jennifer Alvey
Wesley Lowe
Kaila Johnson Martin
Presley Alann Brunson
Yasmany Morejon
Abigail Brock Hii
Robert K Wright
Amber Giles
Adair Collins Baker
Paula Ramage
Ray Wilson
Raimond Garcia
Domiyana Katera Mckinney
Ronna Bailey Lane

Jessica Leighann Parker
AnnBrea Sands
Diane Ellsworth Mosley
Mario Ramirez
Stephanie Sims Clark
Patricia Mclain Law
Angela Dearman
Brittany Mooney
Theresa King Wright
Rebecca Britton
John Perkins
Joyce Boatman
Stephanie Tallant
Elaine Gates Stone
Sonja Stewart
Debbie Staley Andreasen
Michelle Badon Allen
Christine Staal
Carol Brown Nelson
Sean Molaison
Denise Walters
Whitney Duffy
Sybil Buckley
Beth Ann Day
Jolene Flynn Stoots
Paula Gushard
Kristena Feeney Pierce
Jan Lindsey
Candace Wheat
David Preston
Leah Ricks Welch
Christian Faith Baker

2 Votes - Deny Rezoning
Victoria Nichole
Laysea Mcintrye

Steve Trawick

From: Steve Trawick
Sent: Thursday, January 2, 2025 3:32 PM
To: marie.cross@cityofmobile.org
Subject: Neighborhood posted sign
Attachments: Neighborhood Picture 010225b.jpg; Neighborhood Picture 010225.jpg; Neighborhood letter 010225.docx

Sent for date verification

Regards,

Steve Trawick
Manager

4423 Government Blvd
Mobile, Al 36693
251-661-4143 OFFICE
251-422-3294 CELL
251-666-3238 FAX
strawick@bellfence.com

HAGAN FENCE ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF MATERIALS OR QUANTITIES OBTAINED VIA PHONE OR DRAWINGS. CUSTOMER MUST VERIFY ALL SPECIFICATIONS, MATERIALS AND QUANTITIES.

NEIGHBORHOOD MEETING NOTICE

FOR PLANNING COMMISSION APPLICATION

REQUEST: REZONING

APPLICANT: HAGAN FENCES

PHONE #: 251-661-4143

MEETING INFORMATION:

TILLMANS CORNER SENIOR CENTER

5863 NEVIUS RD

JANUARY 23, 2025 4:00 - 5:30 PM

48"

96"

(x1, Corrugated Plastic)

CREST
MOTEL
NEIGHBORHOOD MEETING NOTICE
FOR PLANNING COMMISSION APPLICATION
REQUEST: REZONING
APPLICANT: HAGAN FENCES
PHONE #: 251-661-4143
MEETING INFORMATION:
TILLMANS CORNER SENIOR CENTER
5863 NEVIUS RD
JANUARY 23, 2025 4:00 - 5:30 PM

Notice of Neighborhood Meeting

January 6, 2025

Dear Property Owner(s):

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

(1) [Application (e.g. Zoning Change to rezone the property at [4421 Government Blvd] from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban District (B-3))].

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

January 23, 2025
4:00 – 5:30
5863 Nevius Rd

You are receiving this notice because your property is located within 300 feet of **4421 Government Blvd**, in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application(s), ask questions, and present your views.

Sincerely,

Steve Trawick
Hagan Fences
4423 Government Blvd
strawick@haganfence.ocom

CREST
MOTEL
NEIGHBORHOOD MEETING NOTICE
FOR PLANNING COMMISSION APPLICATION
REQUEST: REZONING
APPLICANT: HAGAN FENCES
PHONE #: 251-661-4143
MEETING INFORMATION:
ELMANS CORNER SENIOR CENTER
5863 NEVIUS RD
JANUARY 23, 2025 4:00 - 5:30 PM

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Lot 1, Hagan Fence Company Subdivision, as recorded in map Book 64, Page 120 in the office of the Judge of Probate of Mobile County, Alabama;

KEMP PROPERTIES LP
PO BOX 20897
BEAUMONT, TX 77720

PATEL HARSHAD
4421 GOVERNMENT BLVD
MOBILE, AL 36693

LOCAL 119 OF THE UNITED ASSOCIATION OF JOURNEYMEN PLUMBERS AND STEAMFITTERS
2458 OLD SHELL RD
MOBILE, AL 36607

OKRZESIK WAYNE A & ALTON D KELLER
PO BOX 9952
MOBILE, AL 36691

GRALAPP WINIFRED E
PO BOX 100549
FORT WORTH, TX 76185

MAZZARELLA BARBARA ANN & MICHELANGELO
1004 DELMAR DR
MOBILE, AL 36606

CHANCELLOR JAMES M & TASHA L
4364 SHAN DR S
MOBILE, AL 36693

LYNN TRACEY J
4402 SHAN DR S
MOBILE, AL 36693

EMRICH LARRY
11475 BYRNEWOOD RD E
THEODORE, AL 36582

BAKER CHRISTIAN FAITH
4360 SHAN DR S
MOBILE, AL 36693

ANGELS IN TRAINING LLC
6209 PALOS CT
MOBILE, AL 36609

CITY OF GRACE MOBILE ALABAMA
1516 RIDGELAND RD W
MOBILE, AL 36695

OKRZESIK WAYNE A & ALTON D KELLER
PO BOX 9952
MOBILE, AL 36691

KNOWLES ELIZABETH JOHANNA & TIMOTHY JACKSON KNOWLES
4406 SHAN DR S
MOBILE, AL 36693

JS TRAINING SYSTEMS INC
4412 GOVERNMENT BLVD
MOBILE, AL 36693

SCOTT KATHLYN O
4358 SHAN DR S
MOBILE, AL 36693

STEVE TRAWICK
HAGAN FENCE
4423 GOVERNMENT BLVD
MOBILE, AL 36693

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Planning Commission
March 20, 2025

Agenda Item # 11

ZON-UDC-003241-2025

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

Applicant Materials for Consideration

DETAILS

Location:
4421 Government Boulevard

Applicant / Agent:
Steve Trawick, Hagan Storm Fence of Mobile, Inc.

Property Owner:
Harshad Patel

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

Proposed Zoning:
B-3, Community Business Suburban District

Future Land Use:
Neighborhood Center

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-1 Suburban to B-3 Suburban
- **Note:**
  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 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by commercial units. Residential units lie east of the site.

APPLICATION NUMBER 11 DATE March 20, 2025

APPLICANT Steve Trawick, Hagan Storm Fence of Mobile, Inc.

REQUEST Rezoning from R-1 to B-3

N

NTS

SITE HISTORY

A Special Exception to allow development of the property with a mobile home dwelling was denied by the Board of Zoning Adjustment in October 1980.

A two (2)-lot subdivision of the property was approved by the Planning Commission in November 1994, the plat for which was recorded in Mobile County Probate Court.

The site has a non-conforming use history as a motel operating in an R-1, Single-Family Residential District. Demolition of the motel and redevelopment of the property as a storage yard for the adjoining fence construction business is proposed, thus requiring full compliance with current regulations. As such, rezoning of the property to B-3, Community Business Suburban District, is requested. Use of the property as a storage yard is permitted as an accessory use in a B-3 zoning district, subject to compliance with the stacking and screening requirements of the Unified Development Code (UDC).

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

As mentioned, the applicant is requesting to rezone the subject site from R-1, Single-Family Residential Suburban District to B-3, Community Business Suburban District to facilitate use of the property as a storage yard for the adjoining fence construction business. A detailed description and justification of the request can be viewed using the link on Page 1 of this report.

The site is adjacent to properties zoned B-3, Community Business Suburban District, to the East, South, and West. Properties to the North are zoned B-2, Neighborhood Business Suburban District. General retail sales, offices, gymnasium, automobile sales, a hotel, and the fence contractor are the predominant land uses within the vicinity of the subject site. A single-family residential subdivision is separated from the proposed storage yard by a separate parcel of land, 225± feet East of the subject site.

The site plan provided with the rezoning application depicts the proposed storage yard. As mentioned, storage yards are permitted as accessory uses in a B-3 zoning district, subject to compliance with the stacking and screening requirements of Article 3, Section 64-3-13.B. of the UDC. If approved, inventory, construction materials, equipment, etc. must be screened from view with a six (6)-foot tall privacy fence (wood, brick, or masonry), and cannot be stacked taller than six (6) feet.

Redevelopment of the site also requires full compliance with the applicable development provisions of Article 3 of the UDC, including (but not limited to) compliance with the tree planting and landscape area requirements. Such compliance must be illustrated on all applicable site plans submitted for review of the associated development permit(s).

Any signage placed on the property will also need to meet the requirements of the UDC and be permitted separately through the Planning and Zoning Department.

The use history of the site as a motel, and the fact that it adjoins property zoned similarly to the requested zoning district, suggests there was a mistake or error in the original zoning map. As such, rezoning the property to B-3, Community Business Suburban District may be appropriate.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

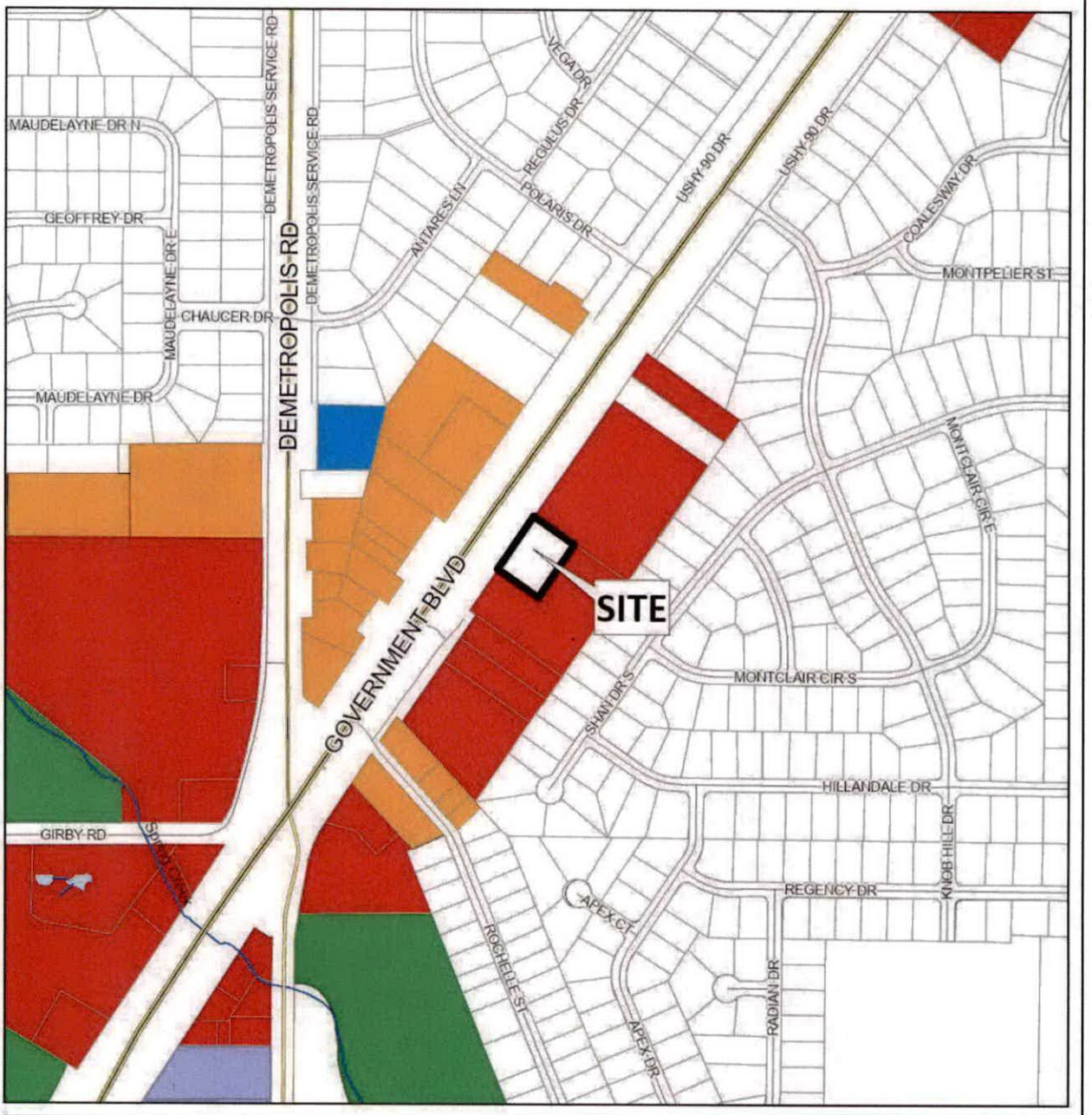
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to B-3, the following conditions could apply:

1. Compliance with the stacking and screening requirements of Article 3, Section 64-3-13.B. of the UDC; and,
2. Full compliance with all other municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 11 DATE March 20, 2025

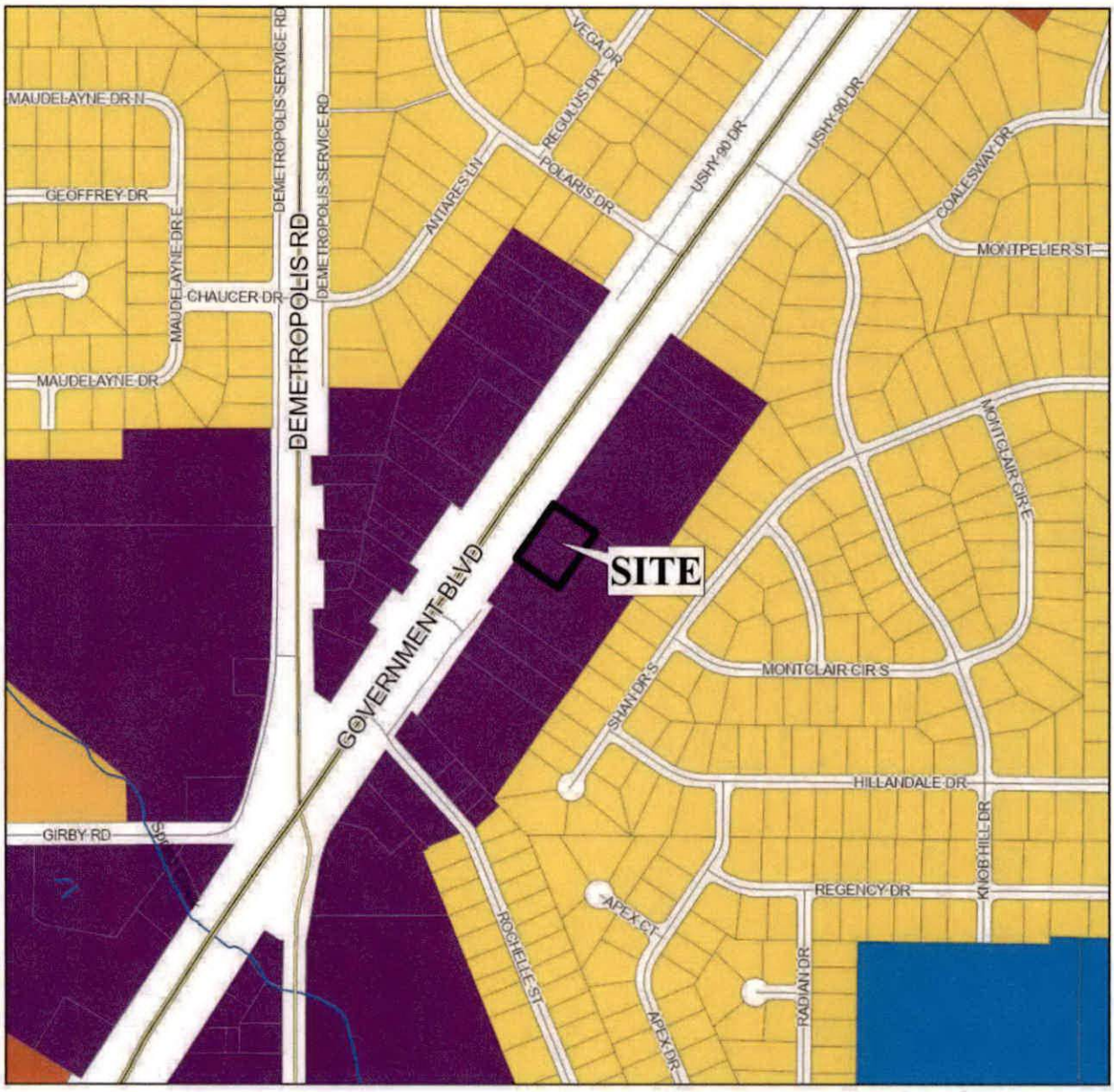
APPLICANT Steve Trawick, Hagan Storm Fence of Mobile, Inc.

REQUEST Rezoning from R-1 to B-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 11 DATE March 20, 2025

APPLICANT Steve Trawick, Hagan Storm Fence of Mobile, Inc.

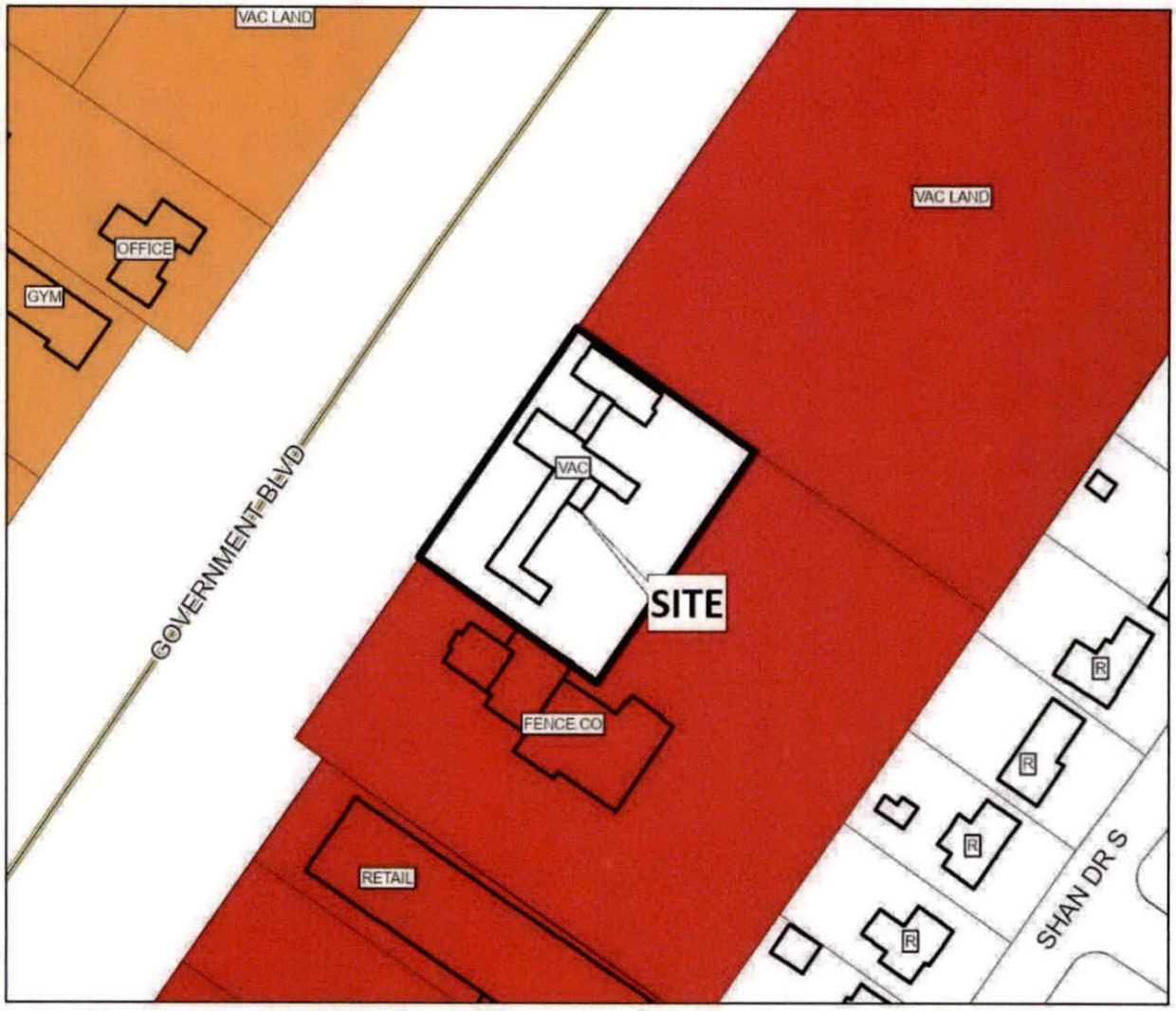
REQUEST Rezoning from R-1 to B-3

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	

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units. Residential units lie east of the site.

APPLICATION NUMBER 11 DATE March 20, 2025

APPLICANT Steve Trawick, Hagan Storm Fence of Mobile, Inc.

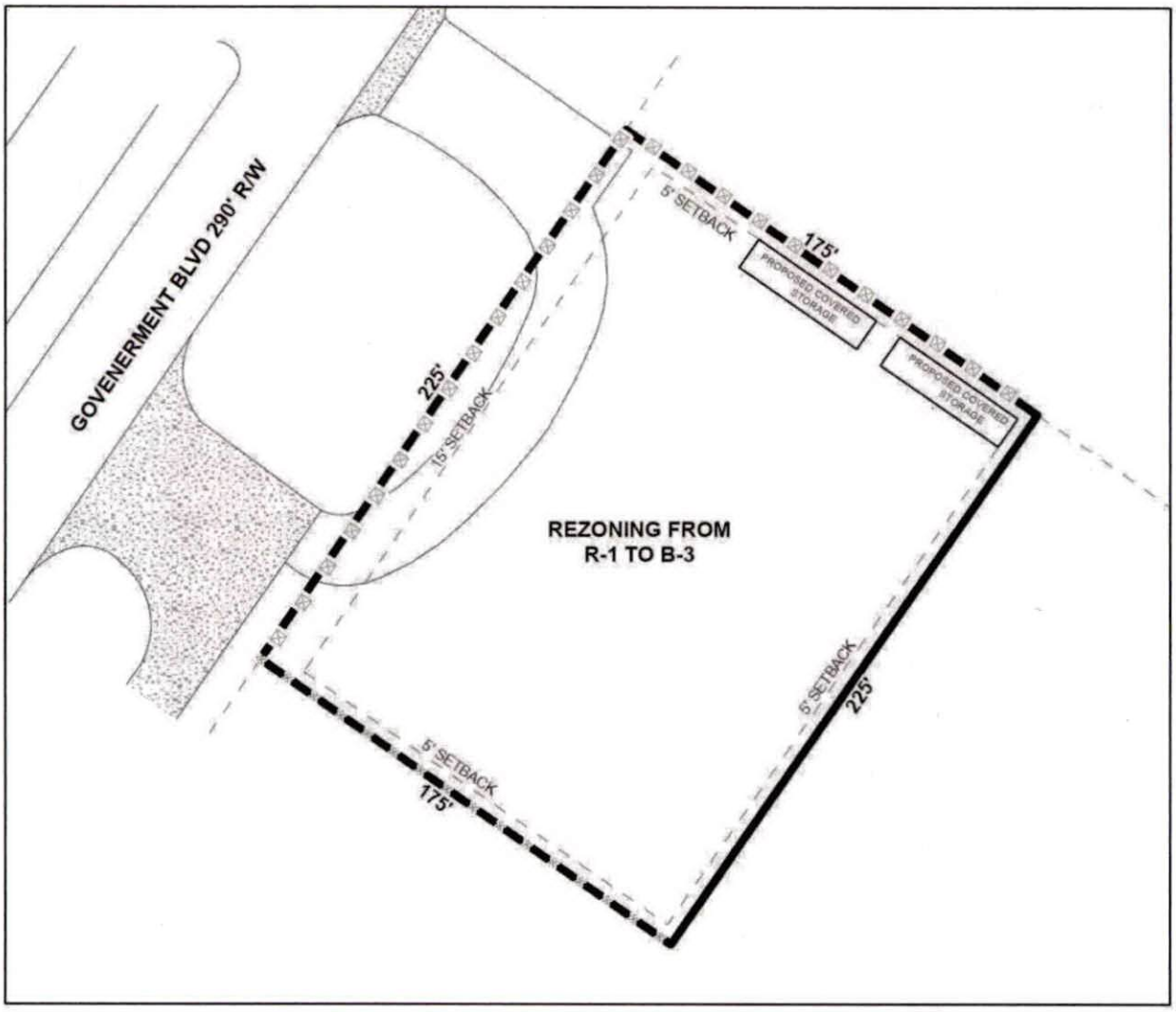
REQUEST Rezoning from R-1 to B-3

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	

N

NTS

SITE PLAN



The site plan illustrates the proposed covered storage, setbacks, proposed and existing fencing, and proposed rezoning.

APPLICATION NUMBER 11 DATE March 20, 2025	N
APPLICANT Steve Trawick, Hagan Storm Fence of Mobile, Inc.	
REQUEST Rezoning from R-1 to B-3	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.).