



AGENDA

Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, November 25, 2025, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Rev. Treyon Woolfolk, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

November 18, 2025

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Toulminville-LeFlore Alumni Association for a waiver of the Noise Ordinance at Figures Park on November 29, 2025, from 8:00 a.m. - 5:00 p.m. (District 1).

Request of St. Monica Catholic Church for a waiver of the Noise Ordinance at 1131 Dauphin Island Parkway on February 22, 2026, from 11:30 a.m. - 10:00 p.m. (District 3).

10. PUBLIC HEARINGS

Public hearing to fix costs for demolition of the structure at 966 Kentucky Street; \$3,200.00 (District 3).

Public hearing to fix costs for demolition of the structure at 709 South Carolina Street; \$4,075.00 (District 3).

Public hearing to fix costs for demolition of the structure at 5641 Will Casher Lane; \$2,400.00 (District 4).

Public hearing to fix costs for demolition of the structure at 1009 S. Washington Avenue; \$4,200.00 (District 3).

Public hearing to fix costs for demolition of the structure at 5937 Westhaven Drive, South; \$2,700.00 (District 3).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

12. CONSENT RESOLUTIONS HELD OVER

40-1456 Fix costs for demolition of the structure at 559 Hickory Street (sponsored by Councilmember Ingram).

13. RESOLUTIONS HELD OVER

08-1470 Approve purchase order to Altec Industries, Inc. for articulating bucket truck for Urban Forestry; \$212,775.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

47-1471 Consider vacation of all rights-of-way located within Lot 1 of MAA-ACDC Subdivision (sponsored by Councilmember Small).

47-1472 Consider a vacation fee as a condition of the vacation of rights-of-way within Lot 1 of MAA-ACDC Subdivision (sponsored by Councilmember Small).

60-1473 Authorize Settlement Agreement and Release of Claims: Morgan, et al (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

14. CONSENT RESOLUTIONS BEING INTRODUCED

03-1474 Appoint Luke Kiszla to the History Museum of Mobile Board (sponsored by Councilmember Fleming).

31-1475 Authorize the Mayor to apply, accept, and receive grant funding from the Alabama Department of Transportation for drainage maintenance; \$250,000.00 (sponsored by Mayor Cheriogotis) (submitted by Kelsi Tippery, Grants Dept.).

37-1476 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Kidlavie; 3201 Airport Blvd. (sponsored by Councilmember Penn).

40-1477 Fix costs for demolition of the structure at 966 Kentucky Street (sponsored by Councilmember Small).

40-1478 Fix costs for demolition of the structure at 709 South Carolina Street (sponsored by Councilmember Small).

40-1479 Fix costs for demolition of the structure at 5641 Will Casher Lane (sponsored by Councilmember Reynolds).

40-1480 Fix costs for demolition of the structure at 1009 S. Washington Avenue (sponsored by Councilmember Small).

40-1481 Fix costs for demolition of the structure at 5937 Westhaven Drive, South (sponsored by Councilmember Small).

46-1482 Honorarily rename Collins Avenue to "Honorary Herman and Cenia Frieson Way" (sponsored by Councilmember Penn).

58-1483 Authorize removal of weeds, Group 1671.

58-1484 Assess costs for removal of weeds, Repeat Weed Lien Group 92.

60-1485 Determine an appropriation to Future Leaders Working serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1486 Determine an appropriation to Opportunities for Entertainment serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1487 Determine an appropriation to Cameron Place Property Owners Association serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Byrars, Accounting Dept.).

60-1488 Determine an appropriation to Mobile Regional Community Center Foundation, Inc. serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

03-1509 Appoint Alana Williams to the Mobile City County Youth Council (sponsored by Councilmember Penn).

15. RESOLUTIONS BEING INTRODUCED

08-1489 Approve purchase order to Coastal Alabama Community College for 2025 Fall Semester courses for firefighters; \$16,825.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1490 Approve purchase order to Emergency Equipment Professional, Inc. for engine replacement for fire pumper truck; \$64,050.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1491 Approve purchase orders to Galls, LLC for bullet proof vests for MPD; \$17,966.80 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1492 Approve purchase order to Graybar Electric Co., Inc. for light poles and arms for Traffic Engineering Dept.; \$24,641.94 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1493 Approve purchase orders to Graybar Electric Co., Inc. for light poles for Traffic Engineering Dept.; \$22,310.15 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1494 Approve purchase orders to Graybar Electric Co., Inc. for street light luminaries for Traffic Engineering Dept.; \$147,365.50 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1495 Approve purchase orders to Gulf States Distributors for ammunition for MPD; \$20,475.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1496 Approve purchase order to Leadsonline, LLC for annual renewal of

Leadsonline Powerplus Resale Transaction software; \$37,430.00 (sponsored by Mayor Cheriogotis) (submitted John Paine, Purchasing Dept.).

08-1497 Approve purchase orders to North American Fire Equipment Co., Inc. for lifting bags with accessories for MFRD; \$17,903.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1498 Approve purchase order to University of South Alabama for paramedic second semester courses for fighters; \$17,489.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1499 Approve purchase order to University of South Alabama for paramedic third-semester courses for firefighters; \$15,164.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1500 Approve purchase order to Precision Delta Corp. for cases of Winchester ammunition for MPD; \$109,177.59 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

21-1501 Authorize Contract with the Advisory Counsel for the South Alabama Home Building Academy, Inc. for workforce development; \$100,000.00 (sponsored by Mayor Cheriogotis) (submitted by Donna G. Bryars, Accounting Dept.).

21-1502 Authorize Contract with Boundtree Medical for medical gloves for various City departments for 3 years; NTE \$3,000,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

21-1503 Authorize contract with Mid-Western Commercial Roofers, INC for Harmon Recreation Center re-roofing; \$254,720.00 (sponsored by Councilmember Ingram and Mayor Cheriogotis) (submitted by Carleen Stout, REAM Dept.).

60-1504 Authorize Settlement Agreement and Release of Claims; Bates (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

60-1505 Authorize Settlement Agreement and Release of Claims; Rodgers (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

16. CALL FOR PUBLIC HEARINGS

41-1506 Call for public hearing to consider the modification of a previously approved Planning Approval for property located at 348 and 360 North McGregor Avenue (scheduled for December 30, 2025) (District 7).

41-1507 Call for public hearing to consider the modification of a previously approved Planned Unit Development for property located at 560 Providence Park Drive East (scheduled for December 30, 2025) (District 6).

41-1508 Call for public hearing to consider the application of Ray Jones for a Certificate of Public Convenience and Necessity to operate a taxicab service (scheduled for December 30, 2025).

17. ANNOUNCEMENTS

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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

Name of Applicant: Jayson D. Walker - Toulminville-LeFlore Alumni Association

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-209-9952 Cell Number: 251-209-9952

Organization (if applicable) _____

Mailing Address of Applicant 4207 Maplewood Ct. Mobile, AL 36693

Telephone No. 251-209-9952 E-mail address jaywalker251@gmail.com

Location or address of event where amplification will be used:

Figures Park Football Field/Baseball Field

Date of Event: 11/29/2025 Starting Time: 8AM Ending Time 5PM

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

Type of Event: Alumni Homecoming Tailgate

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

Music containing obscene language or profanity is prohibited

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



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: TUONG PHAM (Tyler)

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 2517863670

Organization (if applicable) ST. MONICA CATHOLIC CHURCH

Mailing Address of Applicant 3904 PIERSON DR. W MOBILE, AL 36619

Telephone No. _____ E-mail address TCP251@GMAIL.COM

Location or address of event where amplification will be used:

1131 DAUPHIN ISLAND PKWY MOBILE, AL 36605

Date of Event: FEB. 22, 2026 Starting Time: 11:30AM Ending Time 10:00PM

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

Type of Event: VIETNAMESE NEW YEAR FESTIVAL

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

A RESOLUTION FIXING THE COSTS FOR THE SECURING OF THE STRUCTURE AT
559 Hickory Street

Sponsored by: Councilmember Samantha Ingram, District 2

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **559 Hickory Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **559 Hickory Street** to be **\$2,300.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,300.00** shall constitute a special assessment against the property at structure **559 Hickory Street** and being that property more particularly described as follows:

LOT 11 BLK 20 FISHER TRT DBK 22 P 332 #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel No.: **29 06 13 0 002 222.XXX**

Owner: **BROWN VALERIE
1109 ANDERS DR
MOBILE AL 36608-5656**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **November 18, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **559 Hickory Street**, for the proposed amount of **\$2,300.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

September 9, 2025

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-126-24

LOCATION:
559 Hickory Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 11 BLK 20 FISHER TRT DBK 22 P 332 #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel Number: 29 06 13 0 002 222.XXX

Amount: ~~\$2,100.00~~ \$2,300.00

**Assessed: BROWN VALERIE
1109 ANDERS DR
MOBILE AL 36608-5656**

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Gary L. Jackson', is written over the typed name.

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member William Carroll, David Daughenbaugh, James Roberts, file copy



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 25, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Spiro N. Cheriogotis

Purpose and Scope of Project:

To approve issuance of purchase order to Altec Industries Inc for one 75-foot articulating bucket truck for Urban Forestry.

Amount of Contract:

\$212,775.00

Funding Source

General fund.

ATTACHMENTS:

1. 20251110 Altec Agenda Package POs

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 18 November 2025
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: Spiro N. Cheriogotis
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 Altec Industries Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Altec Industries Inc for one 75-foot articulating bucket truck
for Urban Forestry.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$212,775.00

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 6006

How many bidders received bid packages (if applicable): 3

How many bidders submitted bids (if applicable): 27 + web

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

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 order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>3096</u>	2026	(F7000) MOTOR POOL	ALTEC 75-FOOT ARTICULATING BUCKET TRUCK FOR URBAN FORESTRY (SEALED BID 6006)	\$212,775.00	<u>(13850) ALTEC INDUSTRIES INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003096-00 FY 2026 Acct No: 1000.40.20.2070.2090.2070.0000.0000.45040. Review: Buyer: 9105paij Status: Approved	Page 1
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Vendor ALTEC INDUSTRIES INC 210 INVERNESS CENTER DR BIRMINGHAM, AL 35242 Tel#205-323-8751 Fax 205-458-3839	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/25	013850				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 TRUCK AERIAL ARTICULATING OVERCENTER AERIAL DEVICE;WORKING HEIGHT:75.3FT;SIDE REACH: 48.4F UNIT/BODY SPECIFICATIONS: ALTEC MODEL LR8-60E70RM ARTICULATING OVERCENTER AERIAL DEVICE;WORKING HEIGHT:75.3FT;SIDE REACH: 48.4FT ELEVATOR PEDESTAL SINGLE ONE MAN, FIXED, SIDE MOUNTED, FIBERGLASS PLATFORM PLATFORM COVER PLATFORM LINER TOOL CIRCUIT TOOL CIRCUIT SYSTEM RELIEF PRESSURE TO BE SET TO 2250 PSI SECONDARY STOWAGE SYSTEM A-FRAME PRIMARY OUTRIGGERS W/SWIVEL SHOES AND SAFETY INTERLOCK SYSTEM A-FRAME AUXILIARY OUTRIGGERS W/SWIVEL SHOES AND SAFETY INTERLOCK SYSTEM HYDRAULIC OUTRIGGER CONTROLS RESERVOIR, 30 GALLON SIGHT GAUGE FOR HYDRAULIC RESERVOIR, RESERVOIR MOUNTED HYDRAULIC OIL HVI-22 W/DYE (STANDARD) FLATBED, 140 INCH L CAB GUARD, SHEET METAL W/NON-SKID SURFACE AND EXPANDED METAL SECTION UNDERRIDE PROTECTION RIGID STYLE PINTLE HITCH RETRACTABLE LADDER STEP, TWO (2) RUNGS, TEXTURED FLAT BACK, INSTALLED AT REAR NO AUTOMATIC LOWER BOOM STOW WOOD	1.00 EACH	212775.00000	212775.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003096-00 FY 2026 Acct No: 1000.40.20.2070.2090.2070.0000.0000.45040. Review: Buyer: 9105paij Status: Approved
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Page 2

Vendor ALTEC INDUSTRIES INC 210 INVERNESS CENTER DR BIRMINGHAM, AL 35242 Tel#205-323-8751 Fax 205-458-3839	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/25	013850				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
OUTRIGGER PADS POST STYLE CONE HOLDER, PAINTED BLACK, INSTALLED AT STREETSIDE REAR OF FLATBED FRONT OPENING STORAGE BOX, STEEL, 60Lx20Wx34H, BARN DOORS, GAS PROPS, PADDLE LATCH, VENTED, LEFT SIDE: 42 W COMPT.-2 RUBBER LINED DIVIDER SHELVES, RIGHT SIDE: 18 W COMPT.-6 HOOKS (3-0-3), PAINTED BLACK, INSTALLED CS FRONT FLATBED COMPLETE LED FMVSS LIGHTING PACKAGE 4-CORNER STROBES, AMBER LED 6-WAY TRAILER RECEPTACLE, PIN TYPE ELECTRIC TRAILER BRAKE CONTROLLER ONE EMERGENCY STOP LOCATED AT GROUND LEVEL INSTALLED AT THE REAR OF THE VEHICLE NO UPPER BOOM OUT OF STOW INDICATOR NO LOWER BOOM OUT OF STOW INDICATOR STANDAR ALTEC WARRANTY: ONE (1) YEAR PARTS, ONE (1) YEAR LABOR, NINETY (90) DAYS TRAVEL AND LIMITED LIFETIME STRUCTURAL NON-CARB REGISTERED STATE CHASSIS SPECIFICATIONS: 2026 FREIGHTLINER M2-106 4x2 REGULAR CAB CUMMINS B6. 7 (240HP) 87 CLEAR CA 26000LB GVWR VENDOR TO PROVIDE 2026 ALTEC AERIAL LR8-60E-70 ON A FREIGHTLINER M2-106 4x2 CHASSIS. AS PER CITY OF MOBILE BID #6006			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003096-00 FY 2026 Acct No: 1000.40.20.2070.2090.2070.0000.0000.45040. Review: Buyer: 9105paij Status: Approved	Page 3
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Vendor ALTEC INDUSTRIES INC 210 INVERNESS CENTER DR BIRMINGHAM, AL 35242 Tel#205-323-8751 Fax 205-458-3839	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/25	013850				MOTOR POOL

LN	Description / Account AND YOUR QUOTE. Additional Description Notes	Qty	Unit Price	Net Price
75'-85'	BUCKET TRUCK AS FOLLOWS:			

UNIT/BODY SPECIFICATIONS:
 ALTEC MODEL LR8-60E70RM ARTICULATING OVERCENTER AERIAL DEVICE;WORKING
 HEIGHT:75.3FT;SIDE REACH: 48.4FT
 ELEVATOR PEDESTAL
 SINGLE ONE MAN, FIXED, SIDE MOUNTED, FIBERGLASS PLATFORM
 PLATFORM COVER
 PLATFORM LINER
 TOOL CIRCUIT
 TOOL CIRCUIT SYSTEM RELIEF PRESSURE TO BE SET TO 2250 PSI
 SECONDARY STOWAGE SYSTEM
 A-FRAME PRIMARY OUTRIGGERS W/SWIVEL SHOES AND SAFETY INTERLOCK SYSTEM
 A-FRAME AUXILIARY OUTRIGGERS W/SWIVEL SHOES AND SAFETY INTERLOCK SYSTEM
 HYDRAULIC OUTRIGGER CONTROLS
 RESERVOIR, 30 GALLON
 SIGHT GAUGE FOR HYDRAULIC RESERVOIR, RESERVOIR MOUNTED
 HYDRAULIC OIL HVI-22 W/DYE (STANDARD)
 FLATBED, 140 INCH L
 CAB GUARD, SHEET METAL W/NON-SKID SURFACE AND EXPANDED METAL SECTION
 UNDERRIDE PROTECTION
 RIGID STYLE PINTLE HITCH
 RETRACTABLE LADDER STEP, TWO (2) RUNGS, TEXTURED FLAT BACK, INSTALLED AT REAR
 NO AUTOMATIC LOWER BOOM STOW
 WOOD OUTRIGGER PADS
 POST STYLE CONE HOLDER, PAINTED BLACK, INSTALLED AT STREETSIDE REAR OF FLATBED

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003096-00 FY 2026 Acct No: 1000.40.20.2070.2090.2070.0000.0000.45040. Review: Buyer: 9105paij Status: Approved
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Page 4

Vendor
 ALTEC INDUSTRIES INC
 210 INVERNESS CENTER DR

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

BIRMINGHAM, AL 35242

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#205-323-8751
 Fax 205-458-3839

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
10/16/25	013850				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
FRONT OPENING STORAGE BOX, STEEL, 60Lx20Wx34H, BARN DOORS, GAS PROPS, PADDLE LATCH, VENTED, LEFT SIDE: 42 W COMPT.-2 RUBBER LINED DIVIDER SHELVES, RIGHT SIDE: 18 W COMPT.-6 HOOKS (3-0-3), PAINTED BLACK, INSTALLED CS FRONT FLATBED COMPLETE LED FMVSS LIGHTING PACKAGE 4-CORNER STROBES, AMBER LED 6-WAY TRAILER RECEPTACLE, PIN TYPE ELECTRIC TRAILER BRAKE CONTROLLER ONE EMERGENCY STOP LOCATED AT GROUND LEVEL INSTALLED AT THE RER OF THE VEHICLE NO UPPER BOOM OUT OF STOW INDICATOR NO LOWER BOOM OUT OF STOW INDICATOR STANDAR ALTEC WARRANTY: ONE (1) YEAR PARTS, ONE (1) YEAR LABOR, NINETY (90) DAYS TRAVEL AND LIMITED LIFETIME STRUCTURAL NON-CARB REGISTERED STATE			

CHASSIS SPECIFICATIONS:
 2026 FREIGHTLINER M2-106 4x2
 REGULAR CAB
 CUMMINS B6.7 (240HP)
 87 CLEAR CA
 26000LB GVWR

AS REQUESTED BY 2018-URBAN FORESTRY

1 1000.40.20.2070.2090.2070.0000.0000.45040.	212775.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003096-00 FY 2026 Acct No: 1000.40.20.2070.2090.2070.0000.0000.45040. Review: Buyer: 9105paij Status: Approved	Page 5
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Vendor ALTEC INDUSTRIES INC 210 INVERNESS CENTER DR BIRMINGHAM, AL 35242 Tel#205-323-8751 Fax 205-458-3839	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
10/16/25	013850				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	212775.00
-------------------	-----------

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

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.45040.	212775.00	2912916.51
SANITATION EXP	FLEET VEHICLES	

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

Activity	Date	Clerk	Comment
Approved	10/20/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	10/20/25	SHONNDA SMITH	
Approved	10/20/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	10/20/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	10/20/25	SHONNDA SMITH	
Approved	10/20/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	11/10/25	DONALD ROSE	Auto approved by: 9105paij

BID TABULATION FOR BID #6006
FORESTRY ARTICULATING OVERCENTER AERIAL DEVICE

ALTEC INDUSTRIES	TRUCK EQUIPMENT SALES	EMPIRE TRUCK SALES
ALTEC LR8-60E70 ON FREIGHTLINER M2106 4X2	VERSALIFT VO-270-E REAR ON INTERNATIONAL MV607 SBA	VERSALIFT VO-270-E REAR ON FREIGHTLINER M2106 PLUS
\$212,775.00	\$232,008.00	\$238,469.00

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 Delivery as well as price may be a consideration in the award of this bid. State delivery of completed unit ready for use by the City of Mobile after Receipt of Purchase Order _____ days. Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training. Include cost of the title application in your price. A cone of silence is in effect on this bid. DO NOT contact City employees with questions. All questions must be emailed to purchasing@cityofmobile.org. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. 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.

Page _____ of _____

Page 26 of 722

ARTICULATING OVERCENTER AERIAL DEVICE CHASSIS SPECIFICATIONS AS FOLLOWS:

2025 or Newer 4x2 Regular Cab

Cummins B6.7 (240HP)

26,000 lb. GVWR

ARTICULATING OVERCENTER AERIAL DEVICE

Working Height 75.3 FT

Side Reach 48.4 FT

Elevator Pedestal

Single-man, fixed, side mounted, fiberglass platform

Platform Cover

Platform Liner

Tool Circuit

Tool Circuit system relief pressure to be set to 2250 PSI

Secondary Stowage System

A-Frame Primary Outriggers w/swivel shoes and safety interlock system

A-Frame Auxiliary Outriggers w/swivel shoes and safety interlock system

Hydraulic Outrigger Controls

Reservoir, 30 Gallon

Sight gauge for hydraulic reservoir, reservoir mounted

Hydraulic oil HVI-22 W/Dye (standard)

Flatbed, 140 inch L

Cab Gurad, Sheet Metal w/non-skid surface and expanded metal section

Underride Protection

Rigid Style Pintle Hitch

Retractable Ladder Step, two (2) rungs, textured flat back, installed at rear

No automatic lower boom stow

Wood Outrigger Pads (4 each) with storage receptables

Post style cone holder, painted black, installed at streetside rear of Flatbed

Compartments

Front Opening storage box, steel, 60L x 20W x 34H, barn doors, gas props, paddle latch, vented, left side 42W compt. 2 rubber lined divider shelves, right side 18W compt 6 hooks (3-0-3) painted black installed CS front Flatbed

Complete LED FMVSS lighting package

4-corner strobes, amber LED

6-way trailer receptacle, PIN Type

Electric Trailer Brake Controller

One Emergency Stop located at ground level installed at the rear of the vehicle

No upper boom out of stow indicator

No lower boom out of stow indicator

Warranty: One (1) year parts

One (1) year Labor

Ninety (90) days travel and limited lifetime structural



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)

R E S O L U T I O N

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

Adopted:

City Clerk

NOTICE OF HEARING TO CONSIDER VACATION OF ALL RIGHTS-OF-WAY
LOCATED WITHIN LOT 1 OF MAA-ACDC SUBDIVISION; INCLUDING ALBATROSS
DRIVE, BOBOLINK DRIVE, CARDINAL DRIVE EAST, FLAMINGO DRIVE,
GOLDFINCH DRIVE, HERON DRIVE, AND JAY DRIVE

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of all rights-of-way located within Lot 1 of MAA-ACDC Subdivision; including Albatross Drive, Bobolink Drive, Cardinal Drive East, Flamingo Drive, Goldfinch Drive, Heron Drive, and Jay Drive.

The adoption of such resolution will be considered by the Mobile City Council on the 18th day of November 2025, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

Lisa C. Lambert
City Clerk

NOTICE OF HEARING TO CONSIDER A VACATION OF RIGHT OF WAY FEE AS
A CONDITION OF THE VACATION OF ALL RIGHTS-OF-WAY LOCATED
WITHIN LOT 1 OF MAA-ACDC SUBDIVISION; INCLUDING ALBATROSS
DRIVE, BOBOLINK DRIVE, CARDINAL DRIVE EAST, FLAMINGO DRIVE,
GOLDFINCH DRIVE, HERON DRIVE, AND JAY DRIVE

The City of Mobile has been requested by the Mobile Airport Authority to vacate all rights-of-way located within lot 1 of MAA-ACDC Subdivision; including Albatross Drive, Bobolink Drive, Cardinal Drive East, Flamingo Drive, Goldfinch Drive, Heron Drive, and Jay Drive.

The City of Mobile may require abutting landowners who will directly benefit from such vacation to pay a vacation of right-of-way fee equal to the fair market value of the land. The fair market value shall be determined by the Mobile City Council after a public hearing which will be held on Tuesday, November 18, 2025, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street, Mobile, Alabama.

Any citizen who desires will be allowed to speak for or against this matter at the public hearing.

Lisa C. Lambert, City Clerk

RESOLUTION

Sponsored by: Councilmember C. J. Small, District 3

BE IT RESOLVED by the City Council of the City of Mobile that the vacation fee for the vacation of all rights-of-way located within Lot 1 of MAA-ACDC Subdivision, including Albatross Drive, Bobolink Drive, Cardinal Drive, East, Flamingo Drive, Goldfinch Drive, Heron Drive, and Jay Drive, as per Resolution **VACATION RESOLUTION #** is hereby set at \$27,068.24.

Adopted:

City Clerk

Doug Anderson
danderson@burr.com
Direct Dial: (251) 345-8209
Direct Fax: (251) 706-2401

RSA Tower, Suite 22200
11 North Water Street
Mobile, AL 36602

Office (251) 344-5151
Fax (251) 344-9696

BURR.COM

September 15, 2025

VIA HAND DELIVERY

Lisa C. Lambert
City of Mobile Clerk
Government Plaza
Mobile, Alabama

Re: Vacation . MAA-ACDC Subdivision

Dear Ms. Lambert:

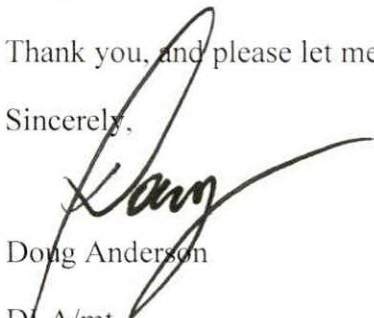
Please find enclosed the necessary documentation to vacate all of the right of ways located within Lot 1 of MAA-ACDC Subdivision, as shown on the attached site plan. These include Albatross Dr., Bobolink Dr., Cardinal Dr. E, Flamingo Dr., Goldfinch Dr., Heron Dr. and Jay Dr. The Mobile Airport Authority owns all of the property adjacent to Lot 1 that these roads service.

Due to the unique nature of this request, we do not know the square footage of the combined rights of way. Lot 1 consists of two tax parcels which total 40.35 acres. The assessed value for Key No. 12900246 is \$1,840,800.00 and the assessed value for parcel Key No. 975788 is \$589,800.00. Due to the former housing development located on this site being abandoned and demolished, and the property being repurposed for a warehouse to be used by Airbus, we request that the City Council waive any fees related to this vacation.

Also, it is our opinion that no traffic impact study should be required as ALDOT has approved the new access road servicing Lot 1 from Michigan Avenue. There will be no access directly to the I-10 Service Road.

Thank you, and please let me know if you need any additional information.

Sincerely,


Doug Anderson

DLA/mt
Enclosures

STATE OF ALABAMA)

COUNTY OF MOBILE)

**DECLARATION OF VACATION OF
RIGHT OF WAYS LOCATED IN
THE CITY OF MOBILE, ALABAMA**

WHEREAS, the undersigned, the **Mobile Airport Authority, an Alabama corporation**, is the sole the owner of all of the land abutting all right of ways within Lot 1, MAA-ACDC Subdivision located in the City of Mobile, Alabama and described as follows;

See Exhibit A attached hereto and made a part hereof.

and

WHEREAS, said party has requested the City of Mobile, Alabama to assent to the vacation and closing by it as the sole owner of said property located in Mobile, Alabama; and

WHEREAS, the vacation of said property will not deny other property owners of such right as they may have to convenient and reasonable means of ingress and egress to and from said property; and

WHEREAS, the above stated landowner requests that such property be closed and vacated; and

WHEREAS, said party as the sole landowner consents to this vacation; and

WHEREAS, the said property to be vacated is located in the City of Mobile, State of Alabama; and

WHEREAS, the same is filed for record herewith;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, as the sole owner of the lands, hereby declares said land to be vacated under the authority of §23-4-20, Code of Alabama, 1975, as amended. This Declaration of Vacation of said property is filed strictly in accordance with said statute and, having been so filed, said property hereinabove more particularly described on Exhibit A is hereby declared VACATED, subject to the following conditions:

1. The declaration of vacation and this resolution assenting to the vacation of said property, upon adoption by the Mobile City Council, be recorded in the Probate Court of Mobile County, Alabama, and a certified copy of the resolution shall be immediately delivered to the Tax Assessor's Plat Room so that this property may be reassessed in the name of the new owners;

2. Spire Gulf, Inc., Mobile Area Water & Sewer System, Alabama Power Company and AT&T are reserved all rights and privileges necessary and convenient for full enjoyment of

use of its facilities within and adjacent to the area to be vacated; including the right of ingress and egress to and from said facilities.

3rd IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal on this the day of September, 2025.

[Remainder of Page Intentionally Blank]

MOBILE AIRPORT AUTHORITY

An Alabama corporation

By: _____



G. ANDERSON WILSON
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 **G. Anderson Wilson**, whose name as **Executive Director** of the **Mobile Airport Authority**, 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 officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 3rd day of September, 2025.



NOTARY PUBLIC

My Commission Expires: _____

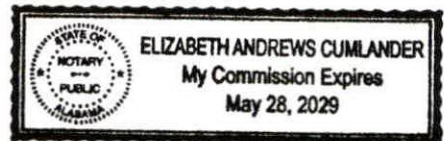
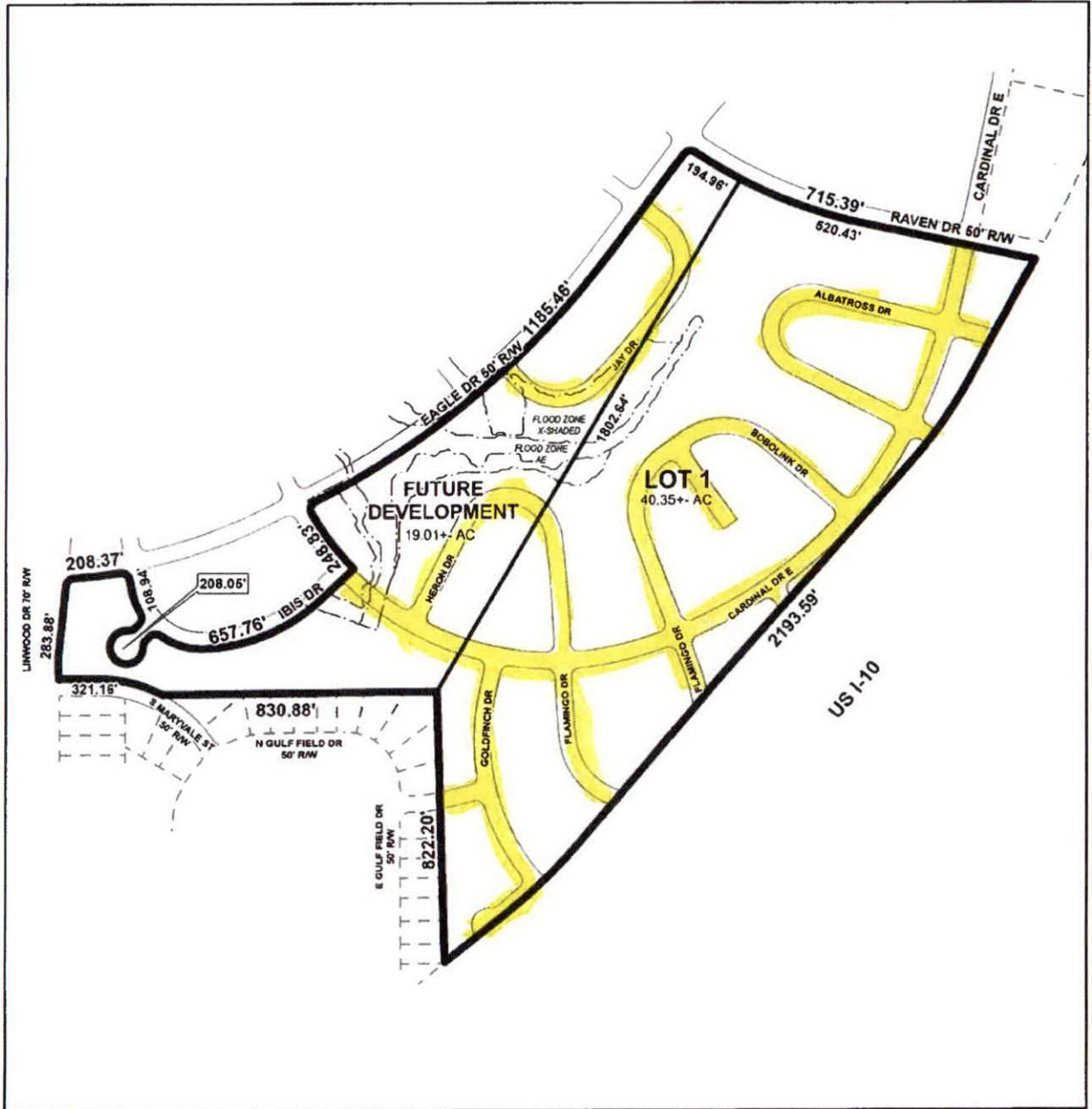


EXHIBIT A

DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE May 15, 2025
 APPLICANT MAA-ACDC SUBDIVISION
 REQUEST Subdivision



STATE OF ALABAMA

COUNTY OF MOBILE

**PETITION TO THE MOBILE CITY COUNCIL FOR ITS
ASSENT TO THE VACATION OF A RIGHT OF WAYS
IN THE CITY OF MOBILE, ALABAMA**

Comes now the **Mobile Airport Authority**, an Alabama corporation, as the signer of the Declaration of Vacation which is attached hereto and incorporated herein by reference as though fully set out herein, and respectfully petitions the Mobile City Council to assent to the vacation and closing by such signer as the sole owner to the following described property situated in the City of Mobile, Alabama and being more particularly described as follows:

See Exhibit A attached hereto and made a part hereof.

Petitioner submits herewith an executed copy of the Declaration of Vacation, and respectfully prays that the Mobile City Council adopt a resolution assenting to the same in accordance with the provisions of §23-4-20, Code of Alabama, 1975, as amended.

Your Petitioner herein says and shows that said property herein described are a right of ways, that your Petitioner is the sole owner of the property abutting said right of ways, that the vacation of this right of way will not deny other property owners of any rights as they may have to convenient and reasonable means of ingress and egress to and from their property, and that it would be in the best interest of the Mobile City Council to vacate the same.

[Remainder of Page Intentionally Blank]

MOBILE AIRPORT AUTHORITY
An Alabama corporation

By: 

G. ANDERSON WILSON
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 **G. Anderson Wilson**, whose name as **Executive Director** of the **Mobile Airport Authority**, 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 officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 3rd day of September, 2025.



NOTARY PUBLIC
My Commission Expires: _____

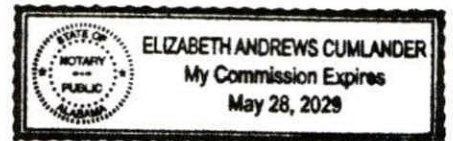


EXHIBIT A

[illegible]

N
NTS



July 29, 2025

Mr. Douglas L. Anderson
Burr & Forman, LLP
RSA Tower, Suite 22200
11 North Water Street
Mobile, AL 36602

RE: Request to vacate the following streets within the area formerly known as
Thomas James Housing Project; Mobile Housing Board:
Albatross, Bobolink, Cardinal E, Flamingo, Goldfinch,
Heron, & Jay Drives. Section 33, T4S-R1W

Dear Mr. Anderson:

We have reviewed the referenced vacation request and determined that our facilities are within the limits of the area to be vacated above. Consequently, our agreement to vacate this area is contingent upon the Requestor retaining easements for MAWSS at least until a master plan of development can be provided. Please know that part of this area (Thomas James), not included in the request, is on the east side of Michigan Avenue (RV Taylor) and must remain in service until the master plan addresses this issue.

Please know that MAWSS restricts the use of its easements. Any fences, driveways, trees, shrubs, etc. (no permanent structures) must be approved by MAWSS before placement in the easement. Requests for approval to place improvements in the easement should be sent to the attention of our Mapping and Connections Department.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

MOBILE AREA WATER AND SEWER SERVICE

A handwritten signature in blue ink, appearing to read "D. B. Russell", is written over the printed name.

Daryl B. Russell, P.E.
Director of Planning & Market Development

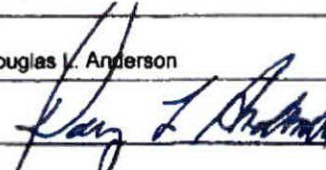
cc: A. Tyree



ROW VACATION REQUEST

Date of Request: July 21, 2025

Name of Requester: Douglas L. Anderson

Signature of Requester: 

Address of Requester: 11 North Water St., Ste. 22200, Mobile, AL 36602

P.O. Box 2287, Mobile, AL 36652-2287

Property to be Vacated: Please see attached letter and drawing

Reason for Vacation Request: Please see attached letter and drawing

NOTE: A review fee of \$75.00 (non-refundable), legal description, and property plat regarding the vacation must accompany this application.

OFFICE USE ONLY

To Mapping 07-24-2025 Received from Mapping _____

Letter Mailed _____

Approved _____ Approved, subject to conditions _____ Not approved _____



Date: 07/24/2025	Permit#: 2025 467
Account Number: 00-0000.000	

Connection Fees Invoice

Premise#: 0	Premise Address 2:
Premise Address:	
Lot #:	Type of Service:
Subdivision:	Size of Service:

Bill To:	BURR & FORMAN LLP 420 N 20TH ST BIRMINGHAM AL 35203	Telephone #:	000-0000
		Paid By:	
Connection Fees:	\$	MAIN EXTENSION APPLICATION FEE	
	\$	PRINT COPIES	
	\$ 75.00	EASEMENT/ROW VACATE CHARGE	
	\$	RESIDENTIAL PLAN REVIEW FEE	
	\$	SUBDIVISION PLAN REVIEW FEE	
	\$	COMMERICAL DEV PLAN REVIEW FEE	
	\$	RESUBMITTAL OF PLAN REVIEW FEE	
	\$	NON PREMISE - WASTEWATER REV APP	
	\$	RESIDENTIAL SUBD PLAN REVIEW FEE	
	\$		
Total:	\$ 75.00		
Notes:	ROW VACATE REQUEST FOR LOT 1 MULTIPLE STREETS ALBATROSSDR, BOBOLINK CARDINAL DR E , FLAMINGO DR, GOLDFINCH, HERON AND JAY DR		
	Route:		
	Seq:		
	Make:		

I hereby make application to Mobile Area Water & Sewer System for water and sewer capacity and connection to the premises indicated above and agree to pay in advance of installation the authority's charge for the requested water service connection for the property indicated above. I accept and agree to abide by the Rules and Regulations of the authority now or hereinafter in effect and agree to pay promptly all bills for water and services rendered thereto.

(Applicant's Signature)

(Authority Representative's Signature)



Douglas L. Anderson
danderson@burr.com
Direct Dial: (251) 345-8209
Direct Fax: (251) 706-2401

Burr & Forman LLP
RSA Tower
11 North Water Street
Suite 22200
Mobile, Alabama 36602

Office (251) 344-5151
Fax (251) 344-9696

BURR.COM

July 17, 2025

Daryl B. Russell, P.E.
Planning & Engineering Manager
Mobile Area Water & Sewer System
Post Office Box 180249
Mobile, Alabama 36618

Donnie Little
(Donnie.Little@comcast.com)
Comcast Cable
3248 Springhill Avenue
Mobile, Alabama 36607

Blake W. Jarrett
(BJARRETT@southernco.com)
Alabama Power Company
Post Office Box 2247
Mobile, Alabama 36652

Brad Sadler
(sc1153@att.com)
AT&T Alabama
2155 Old Shell Road
Mobile, Alabama 36607

Dorman Chapman
(Dorman.Chapman@spireenergy.com)
Right of Way Representative, Alabama
Spire
2951 Chestnut Street
Montgomery, Alabama 36107

Re: Vacation of Numerous Streets

Dear All:

I represent Airbus Americas, Inc. and the Mobile Airport Authority in their request to vacate streets located in the RV Taylor neighborhood. My clients desire to vacate all of the streets (as highlighted on the attached drawing) located within Lot 1 of the attached exhibit. Lot 1 was created via a subdivision approved by the Mobile Planning Commission on May 15 of this year.

Albatross Dr	Goldfinch Dr
Bobolink Dr	Heron Dr
Cardinal Dr E	Jay Dr
Flamingo Dr	

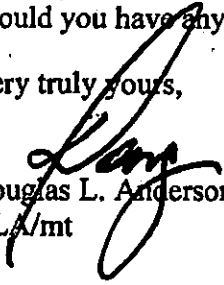
July 17, 2025
Page 2

The right of ways located in the remainder of the property owned by MAA are not subject to this vacation request.

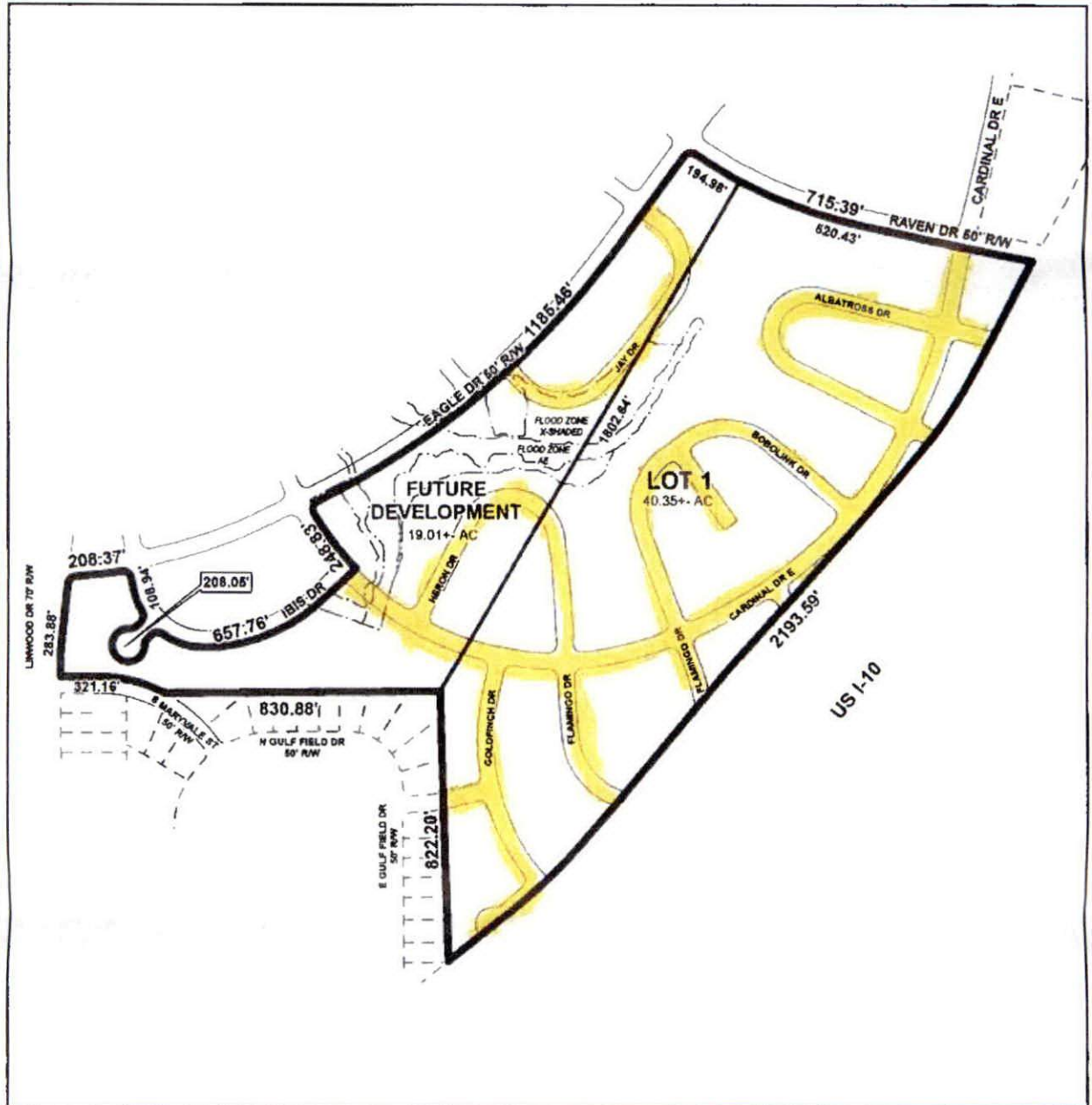
Upon your review of the enclosed documents, we ask that your company consent to the subject vacation. Of course, we will be glad to except from the vacation any rights you have to maintain utilities on the subject property.

Thank you in advance for your assistance in this matter, and please do not hesitate to contact me should you have any questions, or need any additional information.

Very truly yours,


Douglas L. Anderson
DLA/mt

DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE May 15, 2025
 APPLICANT MAA-ACDC SUBDIVISION
 REQUEST Subdivision

N
 NTS



150 Saint Joseph Street
P.O. Box 2247
Mobile, AL 36602
bjarrett@southernco.com

July 17, 2025

VIA ELECTRONIC MAIL

Attn: Douglas L. Anderson
Airbus Americas, Inc. c/o Burr & Forman LLP
11 North Water Street, Suite 22200
Mobile, AL 36602

Re: Vacation of roads in the RV Taylor neighborhood Lot 1- Albatross Drive, Bobolink Drive, Cardinal Drive E, Flamingo Drive, Goldfinch Drive, Heron Drive, Jay Drive

Mr. Anderson,

You have requested consent by Alabama Power Company to the vacation of roads in the RV Taylor neighborhood Lot 1 in Mobile, AL depicted in the Detail Site Plan attached and made a part hereto.

Pursuant to Code of Alabama, Title 23-4-2, Alabama Power Company (the "Company") hereby consents to the requested vacation provided that the resolution and any conveyance, release or vacation documents shall reserve unto said Company the right to continue to maintain, extend and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and all other rights, title and interests held by the Company with respect to the area to be vacated under any statute or other law or under any other conveyance or agreement, whether recorded or unrecorded, including without limitation all the rights and privileges necessary or convenient for the full enjoyment and use of its lines, equipment and facilities now or hereafter located within or adjacent to the area to be vacated; and the right of ingress and egress to and from said lines, equipment and facilities; and the right to cut and/or trim trees or limbs which, in the sole opinion of said Company, would interfere with said lines, equipment and facilities; and the right to prohibit use of the area vacated in a manner which violates the National Electric Safety Code.

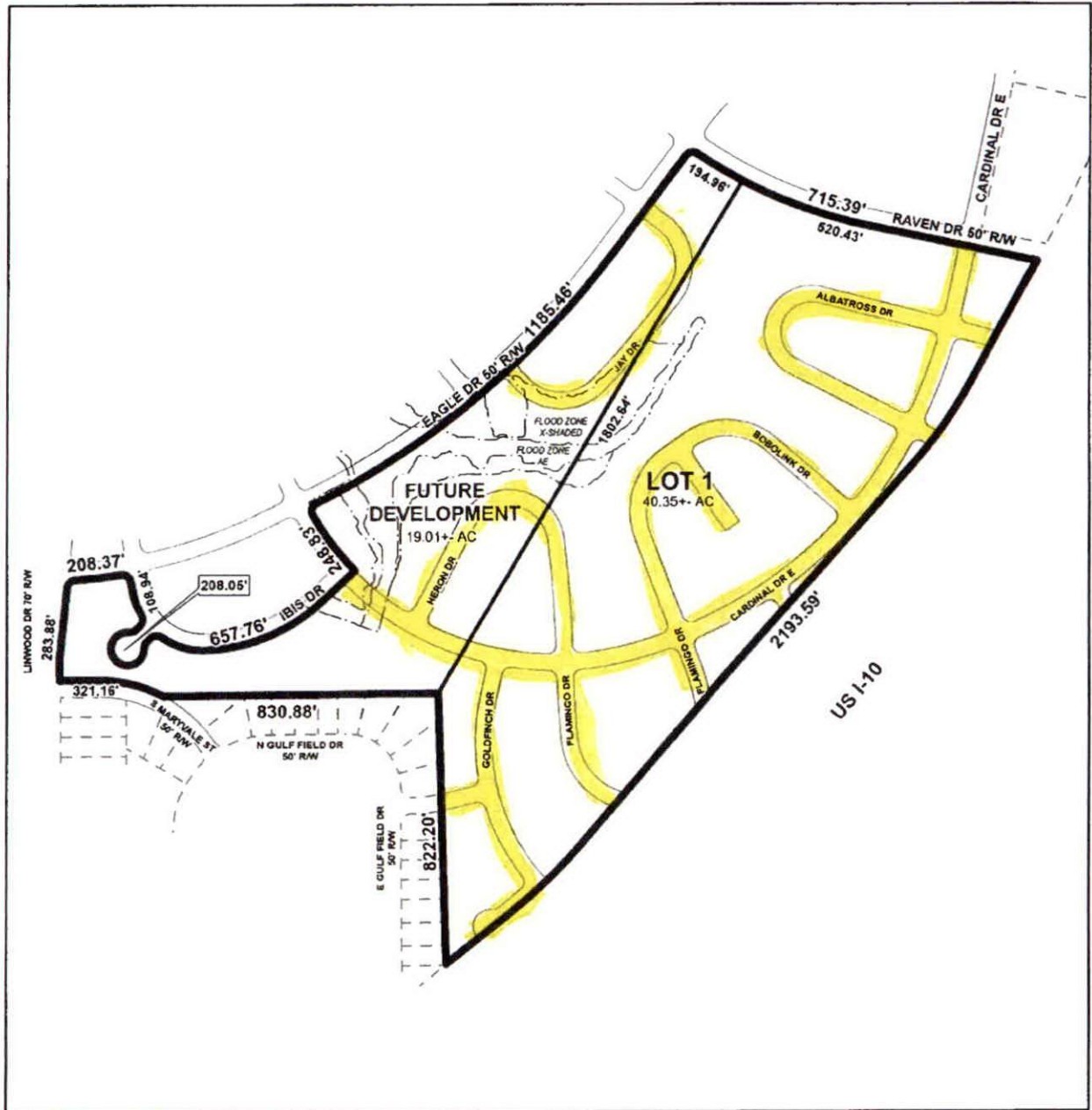
Please advise if further assistance is required.

Sincerely,

Blake Jarrett
Corporate Real Estate

Enclosure: Detail Site Plan

DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE May 15, 2025
 APPLICANT MAA-ACDC SUBDIVISION
 REQUEST Subdivision

N

 NTS

Gauthier, Lana

From: Anderson, Doug <danderson@burr.com>
Sent: Tuesday, September 30, 2025 2:51 PM
To: Gauthier, Lana
Subject: FW: Consent to Vacation of Right of Way

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

Here is the email from AT&T consenting to the vacation. I think that is it.
Doug



Douglas L. Anderson
Partner

danderson@burr.com
251-345-8209 (direct)



11 North Water Street, Suite 22200
Mobile, Alabama 36602
PO Box 2287 | Mobile 36652

The information contained in this email is intended for the individual or entity above. If you are not the intended recipient, please do not read, copy, use, forward or disclose this communication to others; also, please notify the sender by replying to this message, and then delete this message from your system. Thank you.

From: SADLER, BRADLEY C <bs6868@att.com>
Sent: Tuesday, September 30, 2025 12:41 PM
To: Anderson, Doug <danderson@burr.com>
Subject: RE: Consent to Vacation of Right of Way

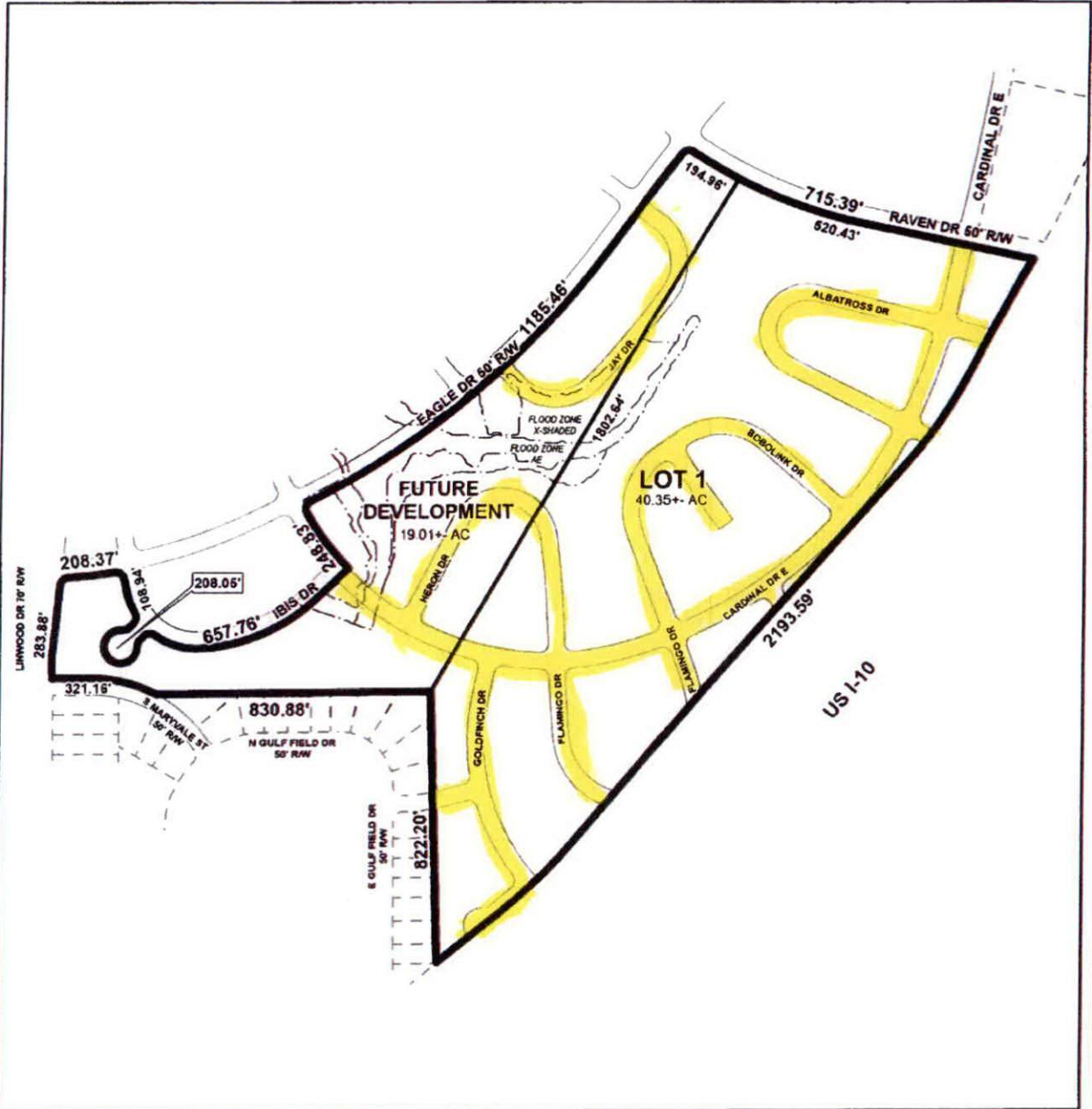
This is an EXTERNAL email! STOP, ASSESS, and VERIFY

Doug, AT&T now consents to the requested right of way vacation. Please let me know if you need any additional information. Thanks

Brad Sadler
MGR OSP PLNG & ENGRG DESIGN
Technology Operations, AL Outside Plant Engineering

AT&T – Bellsouth Telecommunications, LLC
2155 Old Shell Rd, Mobile, AL, 36607
o 251.406.0123 | brad.sadler@att.com

DETAIL SITE PLAN



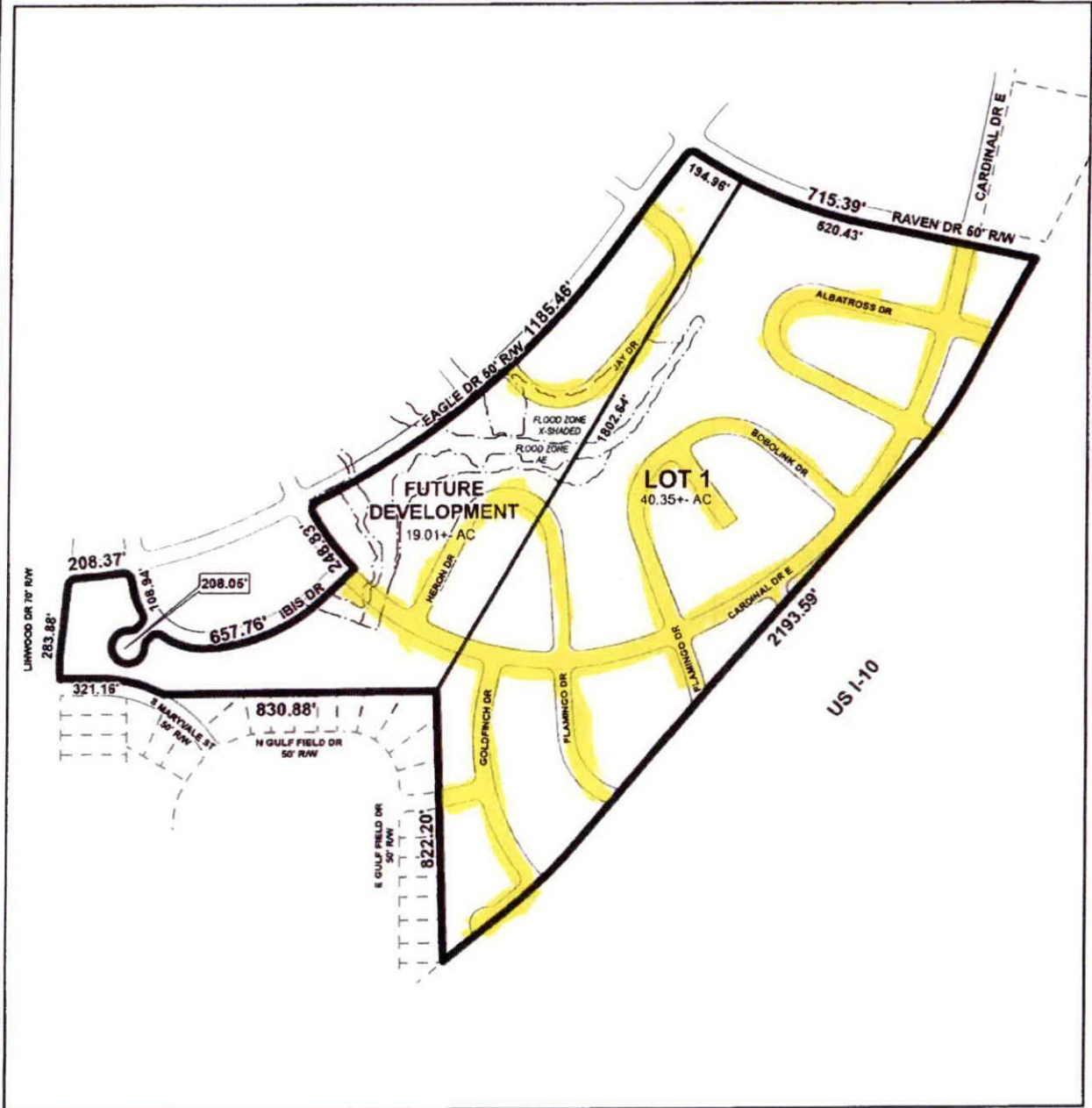
APPLICATION NUMBER 5 DATE May 15, 2025

APPLICANT MAA-ACDC SUBDIVISION

REQUEST Subdivision



DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE May 15, 2025

APPLICANT MAA-ACDC SUBDIVISION

REQUEST Subdivision



NTS



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 25, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. REVISED fee calculation
2. UPDATED_Resolution_vacation fee_MAA ACDC

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

MAA-ACDC Subdivision- Corrected

Adjoining Properties	Tax assessor Fair Unimproved Market Value 2025	Sq. Ft.	TAXABLE VALUE / SF
Lot 1, Key No. 12900246	\$ 1,840,800.00	278,220.00	\$1.56
Totals			\$1.56
Average			\$ 1.56

1.56/SF AVERAGE x 278,220 SF TO BE VACATED)= \$432,910.32 Real Estate Department Assessment.

RESOLUTION

Sponsored by: Councilmember C. J. Small, District 3

BE IT RESOLVED by the City Council of the City of Mobile that the vacation fee for the vacation of all rights-of-way located within Lot 1 of MAA-ACDC Subdivision, including Albatross Drive, Bobolink Drive, Cardinal Drive, East, Flamingo Drive, Goldfinch Drive, Heron Drive, and Jay Drive, as per Resolution **47-1471** is hereby set at \$432,910.32.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 25, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Morgan et al Resolution

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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 claims of Morgan, et al, 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

Sponsored by: Councilmember Beau Fleming, District 5

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that Luke Kiszla is appointed to the History Museum of Mobile Board
effective immediately for a term ending November 25, 2028.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 25, 2025

Submitted by:

Nicholas Amberger

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Drainage Outfalls ALDOT Resolution
2. ST-049-999-017 100081263 MOBILE
3. RESOLUTION-ALDOT Drainage Maintenance

REVIEWERS:

Kelsi Tippery

Kelsi Tippery

Cherlina Monteiro

James Barber

RESOLUTION NUMBER _____

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

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Drainage maintenance at outfalls and cross drains at various locations along I-10 and I-65 within the City of Mobile; Project# ST-049-999-017; CPMS Ref# 100081263.

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the _____ day of _____, 20____, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

City Clerk

Mayor

_____ day of _____, 20____, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 20____.

City Clerk

(AFFIX SEAL)

**CONSTRUCTION
AGREEMENT
FOR A
STATE PUBLIC ROAD AND BRIDGE FUNDING
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND THE
CITY OF MOBILE
Mobile County**

**Project No. ST-049-999-017
CPMS Ref# 100081263**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Mobile, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the drainage maintenance at outfalls and cross drains at various locations along I-10 and I-65 within the City of Mobile; Project# ST-049-999-017; CPMS Ref# 100081263.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** The STATE will not be liable for State funds in excess of the State's share of the cost hereinafter set forth. State Public Road and Bridge Funds shall be limited to \$250,000.00 for this project. Any deficiency in State funds or overrun in construction costs will be borne by the CITY from CITY funds. In the event of an underrun in construction costs, the State funds will not exceed their proportional share.

- B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
State Public Roads and Bridge Funds	\$ 250,000.00
CITY Funds	\$ 0

TOTAL (Incl CE&I)	\$ 250,000.00

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

PART THREE (3): PROJECT SERVICES

- A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

- B. The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.
- C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity.

The CITY will undertake the project in accordance with this Agreement, along with the requirements and provisions, including the documents relating thereto, developed by the CITY. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement, including documents related thereto, may result in the loss of federal or state funding and the refund of any federal or state funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for ***Procedures for Processing State and Industrial Access Funded County and City Projects***, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

- D. The CITY will furnish all construction engineering for the project with CITY forces as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.

- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.

- B. Associated Construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

- E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), to the maximum extent permitted by Alabama law and the Constitution of the State of Alabama, the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the

misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.

- F. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- B. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- C. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- D. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.

- E. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

City of Mobile, Alabama

ATTEST:

By: _____
As Mayor (Signature)

By: _____
Clerk (Signature)

Print Name of Mayor

Print Name of Clerk
(AFFIX SEAL)

This contract has been legally reviewed and approved as to form.

By: _____
Legal Counsel for
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

Matthew J. Ericksen, P.E.
Southwest Region Engineer

Bradley B. Lindsey, P.E.
State Local Transportation Engineer

Edward N. Austin, P. E.
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20_____.

KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER _____

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

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Drainage maintenance at outfalls and cross drains at various locations along I-10 and I-65 within the City of Mobile; Project# ST-049-999-017; CPMS Ref# 100081263.

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the _____ day of _____, 20____, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

City Clerk

Mayor

_____ day of _____, 20____, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 20____.

City Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H**Page 2**

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. Solicitations

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. Information and Reports

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H**Page 4**

The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

EXHIBIT H**Page 5**

- b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

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

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

1-20

Rev. 10/2017

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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 Alabama Department of Transportation (ALDOT), grant assistance in the amount of \$250,000.00 for drainage maintenance at outfalls and cross drains at various locations along I-10 and I-65 within the City of Mobile. There is no 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 Alabama Department of Transportation. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk

R E S O L U T I O N

Sponsored by: Councilmember Cory Penn, District 1

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

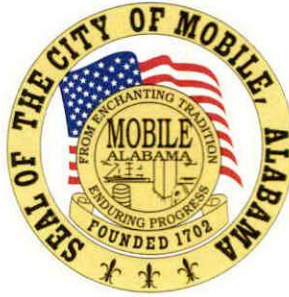
Type of application: Restaurant Retail Liquor License

Submitted by: Kidlavia Alabama, LLC

Location: Kidlavia
3201 Airport Boulevard
Ste. G13A
Mobile, AL 36606

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
11/04/2025	NEW APPLICATION	2025 - 5757	132728	5	November 25, 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

KIDLAVIE ALABAMA LLC

Trade Name (DBA)

KIDLAVIE

Location Address

3201 AIRPORT BLVD STE G13A

City, State, Zip Code

MOBILE AL 36606

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
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CITY CLERK

LISA C. LAMBERT

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Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

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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)

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Legal Business Name

KIDLAVIE ALABAMA LLC

Trade Name (DBA)

KIDLAVIE

Location Address

3201 AIRPORT BLVD STE G13A

City, State, Zip Code

MOBILE AL 36606

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

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

Date: November 19, 2025

Re: Application # 5757 / 3201 Airport Blvd. Ste. G13A

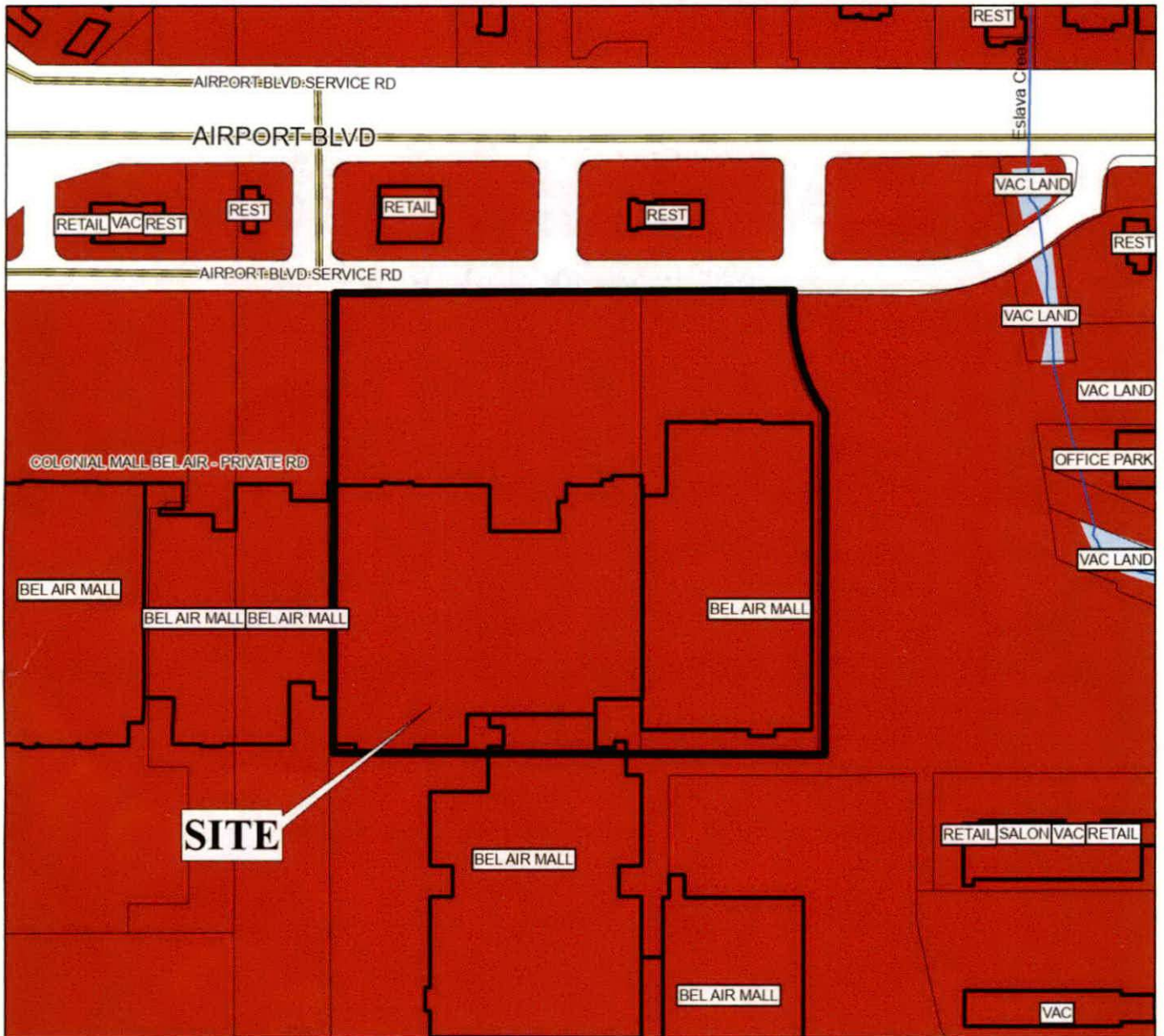
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that a restaurant with retail liquor sales is a permitted use in this zoning district.

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

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

The site is located in District # 1, Cory Penn (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5757 DATE 11/25/2025

APPLICANT KIDLAVIE ALABAMA LLC

LOCATION 3201 AIRPORT BLVD STE G13A

REQUEST ALCOHOLIC BEVERAGE LICENSE



LANDUSE SURVEY
CONDUCTED 2010

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

City of Mobile Alcoholic Beverage License Application

Application Date 11/04/2025	Application Type NEW APPLICATION	Application Number 2025 - 5757	License Account # 132728	Council District 5	Council Agenda Date November 25, 2025
License Type Applied for with Alabama ABC Board 020 - RESTAURANT RETAIL LIQUOR			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name KIDLAVIE ALABAMA LLC			Trade Name (DBA) KIDLAVIE		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 07/23/2024	SOS Entity ID 001-146-192	State AL	County MONTGOMERY
Federal Tax ID (FEIN) 99-4033758	Alabama State Sales Tax ID R012297243	Business Phone Number			
Physical Address (Street Address, Suite #) 3201 AIRPORT BLVD STE G13A		City MOBILE	State AL	Zip Code 36606	
Mailing Address (Street Address, Suite #, PO Box)		City	State	Zip Code 00000	
Primary Business Activity at the Location Explain (other) RESTAURANT		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name NADEZHDA RASHIDOVA	Title	POA YES	Phone	Email	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A			Trade Name (DBA)		
ABC License Type		License Number	Any ABC Pending Actions		
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name BEL AIR MALL REALTY HOLDING LLC			Property Owner Phone Number	Property Owner Email M	
Property Owner Mailing Address (Street Address, Suite #, PO Box) 3201 AIRPORT BLVD			City	State	Zip Code
Bldg Square Footage 27,000	Bldg Seating Capacity 150	Restroom Facilities YES	Patio Area NO	Structure Type SHOPPING CENTER	License Covers PARTIAL - ATTACHED
Do the premises have a fully equipped/operational kitchen? YES Is the business used to habitually and principally provide food to the public? YES Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information			Copy of Driver's License Must Be Provided for each Person		
<u>Full Name (Last, First, Middle)</u>		<u>Title</u>	<u>Driver's License (State, Number)</u>		
NIKEENKO MIKHAIL		CFO			
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>	<u>State</u>	<u>Zip Code</u>	
<u>Date of Birth</u>	<u>Place of Birth (City, State, Nation)</u>	<u>Social Security Number</u>	<u>Mobile/Phone Number</u>		
<u>Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?</u>					
NO	<u>If Yes, Law Violation</u>	<u>Arresting Agency</u>	<u>Arrest Date</u>	<u>Disposition</u>	
<u>Do you have any existing State of Alabama ABC license(s) with any entity in your name?</u>					
NO	<u>If Yes, Legal Business Name</u>	<u>Business DBA</u>	<u>Physical Location Address (Street, City, Zip Code)</u>		
<u>Full Name (Last, First, Middle)</u>		<u>Title</u>	<u>Driver's License (State, Number)</u>		
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>	<u>State</u>	<u>Zip Code</u>	
<u>Date of Birth</u>	<u>Place of Birth (City, State, Nation)</u>	<u>Social Security Number</u>	<u>Mobile/Phone Number</u>		
<u>Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?</u>					
	<u>If Yes, Law Violation</u>	<u>Arresting Agency</u>	<u>Arrest Date</u>	<u>Disposition</u>	
	<u>If Yes, Legal Business Name</u>	<u>Business DBA</u>	<u>Physical Location Address (Street, City, Zip Code)</u>		
Power of Attorney (POA) Information		Copy of Driver's License Must Be Provided for each Person			
<u>Full Name (Last, First, Middle)</u>	<u>Title</u>	<u>Date of Birth</u>	<u>Driver's License (State, Number)</u>		
	POA				
<u>Home Address (Street Address, Apt/Unit #)</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>	<u>Phone Number</u>	
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES					

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

POA NR

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.

POA NR

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.

POA NR

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.

POA NR

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.

POA NR

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.

POA NR

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.

POA NR

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

Owner/Applicant/POA Signature

Title of Person Signing this Application

Sworn to and subscribed before me this **12th** day of **November** 20 **25**

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

November 19 2025

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
11/04/2025	NEW APPLICATION	2025 - 5757	132728	5	November 25, 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
KIDLAVIE ALABAMA LLC

Trade Name (DBA)
KIDLAVIE

Location Address
3201 AIRPORT BLVD STE G13A

City, State, Zip Code
MOBILE AL 36606

Contact Person Information				
Name	Title	POA	Phone	Email
NADEZHDA RASHIDOVA		YES		

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

What is/was the start date of this business? 10/28/2025

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

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 advertenting 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:

KIDLAVIE ALABAMA LLC

dba

KIDLAVIE

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

020 - RESTAURANT RETAIL LIQUOR and

for the premises located at

3201 AIRPORT BLVD STE G13A

, 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 **November 25, 2025** for application number **2025 - 5757**

- 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



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

KIDLAVIE ALABAMA LLC

Trade Name (DBA)

KIDLAVIE

Location Address

3201 AIRPORT BLVD STE G13A

Zip Code

36606

Application Number

2025 - 5757

Notice Post Date @ Location

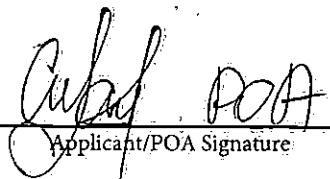
11/04/2025

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

November 25, 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

Tara Harris

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

CITY OF MOBILE
REVENUE DEPARTMENT

November 12, 2025



KIDLAVIE ALABAMA
3201 AIRPORT BOULEVARD
UNIT G13A
MOBILE, AL 36606 USA
ACCOUNT NUMBER: 132728 TERRITORY 5

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
2170719	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



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250715163504146

Type License: 020 - RESTAURANT RETAIL LIQUOR

State: \$300.00 County: \$300.00

Type License:

State: County:

Trade Name: KIDLAVIE

Filing Fee: \$50.00

Applicant: KIDLAVIE ALABAMA LLC

Transfer Fee:

Location Address: 3201 AIRPORT BLVD STE G13A MOBILE, AL 36606

Mailing Address:

County: MOBILE Tobacco sales: NO

Tobacco Vending Machines:

Product Type:

Type Ownership: LLC

Book, Page, or Document info: 001-146-192

Do you sell Draft Beer?:

Date Incorporated: 07/23/2024 State incorporated: AL

County Incorporated: MONTGOMERY

Date of Authority: 07/23/2024

Federal Tax ID: 99-4033758

Alabama State Sales Tax ID: R012297243

Name:	Title:	Date and Place of Birth:	Residence Address:
KONSTANTIN EVCHUK	MEMBER		
MILZAN KUCENKO	CFO		
ALEKSANDR ENEMSKII	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: NADEZHDA RASHIDOVA

Business Phon

Fax:

Home Phon

Cell Phone:

E-mail:

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: 20250715163504146

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

Name of Property owner/lessor and phone number: **BEL AIR MALL REALTY HOLDING LLC 251-478-1893**

What is lessors primary business? **SHOPPING CENTER**

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: **27000** Display Square Footage:

Building seating capacity: **150** Does Licensed premises include a patio area? **NO**

License Structure: **SHOPPING CENTER** License covers: **OTHER**

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

Nearest school: Nearest church: Nearest residence: **1 blocks**

Location is within: **CITY LIMITS** Police protection: **CITY**

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250715163504146



Initial each

☒ MN

☒ MN

☒ MN

☒ XX

☒ XX

☒ XX

☒ MN

☒ MN

Signature page

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

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

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

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

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

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

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

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

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned,

if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without

a warrant the licensed premises or any building owned or occupied by him or her in connection with

said licensed premises. The undersigned hereby understands that he or she violate any provisions of the

forementioned laws his or her license shall be subject to revocation and no license can be again issued

to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the

manner of operation and no deletion or discontinuance of any services or facilities as described in this application

will be allowed without written approval of the proper governing body and the Alabama

Alcoholic Beverage Control Board.

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

Applicant Name (print):

Mikhail Mikeenko

Signature of Applicant:

Notary Name (print):

Rebecca Bullock

Notary Signature:

Rebecca Bullock

Commission expires: 04/18/2027

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

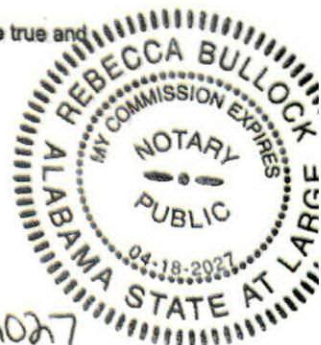
Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:





STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250715163504146

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

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

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

Has Agent verified membership applications for each member listed?

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

Agent's Initials:

For what purpose is the club organized?

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

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

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

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

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

License Covers: STE G13A

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF AMENDMENT

PURPOSE: In order to amend a Limited Liability Company’s (LLC) Certificate of Formation under Section 10A-5A-2.02 of the *Code of Alabama 1975*, this Certificate of Amendment and the appropriate filing fees must be filed with the Office of the Secretary of State.

1. The current recorded name of the Limited Liability Company:

Kidlavie Alabama LLC

2. The date the Certificate of Formation was filed: 07 / 23 / 2024 (MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000-000): 001 - 146 - 192 **TO OBTAIN ID NUMBER,** website at www.sos.alabama.gov click on Business Services (below picture), click on Business Entity and Name Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and verify that this is the correct entity. **This step is strongly recommended.**

(For SOS Use Only)

Alabama
Sec. Of State
001-146-192 DLL
Date 11/06/2025
Time 08:54:05
File \$100.00
County
Total \$100.00

DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

4. The following amendment was adopted on 11 / 06 / 2025 (MM/DD/YYYY):

See attached.

☐ Additional Amendments and the dates on which they were adopted are attached.

- *Be very specific about what must be changed if you are amending existing information.
- *If the amendment includes a name change, a copy of the **Name Reservation Certificate** issued by the Office of Secretary of State **must be attached**.
- *Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent’s signature is required agreeing to accept responsibility). **Agent information will NOT be changed with an amendment.**

5. The undersigned authorized signature certifies that the amendment or amendments have been approved in the manner required by Title 10A of the *Code of Alabama of 1975* and the governing documents of this entity.

11 / 06 / 2025
Date (MM/DD/YYYY)

Andrew Pierce
Signature as required by 10A-5A-2.04
Authorized Agent
Title/capacity to sign under 10A-5A-2.04

Amendment Details

Entity Info

Current Entity Name
Kidlavie Alabama LLC

Entity ID
001-146-192

Type
Limited Liability Company (LLC)

Formation Date
2024-07-23

Members and Addresses

Original

Member

Street Address

Mailing Address

Amended

Member

Street Address

Mailing Address

Mikhail Nikeenko

Konstantin Levshin

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:

Kidlavie Alabama LLC

This name reservation is for the exclusive use of Andrew Pierce, 1309 COFFEEN
AVE STE 1200, SHERIDAN, WY 82801 for a period of one year beginning July
23, 2024 and expiring July 23, 2025



RES168247

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

July 23, 2024

Date

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

Wes Allen

Secretary of State

KIDLAVIE ALABAMA LLC
NADEZHDA RASHIDOVA MBR

Date of this notice: 07-18-2024

Employer Identification Number:
99-4033758

Form: SS-4

Number of this notice: CP 575 B

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 99-4033758. 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 1065

03/15/2025

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, 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.

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.



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 Kidlavie Alabama 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 1 day of October 20 25

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Thomas Cameron Alldor	Thomas E. Dai	7/8/29

Notary Stamp

Owner of Property (Print Name)

Bel Air Mall Realty Holding LLC

Owner of Property (Signature)

AR

Street Address

c/o 4th Dimension Properties LLC

Applicant Name (Print Name)

Mikhail Nikenko

Applicant Name (Signature)

Street Address



10/31/2025

10/01/2025

Revision Date 10.23.2023

| Application Property Ownership

LEASE

THIS LEASE ("Lease") is dated as of August 6th, 2024 (the "**Effective Date**"), by and between **BEL AIR MALL REALTY HOLDING, LLC**, an Alabama limited liability company ("**Landlord**"), and **KIDLAVIE ALABAMA LLC**, an Alabama limited liability company ("**Tenant**").

1. **EXHIBITS TO LEASE AND DEFINITIONS.** The Exhibits to this Lease referenced below in this Lease are and shall constitute a part of this Lease. The following definitions are applicable to the provisions of this Lease:

"Commencement Date" means August 6th, 2024

"Common Areas" means (i) those exterior areas within the Shopping Center (as defined below) and consisting of: covered and uncovered parking areas, decks and structures; driveways; grassy and landscaped areas; malls, aisles, sidewalks and courts; common utility lines, pipes, wires, appurtenances, improvements and facilities; public lavatories; management offices and maintenance and utility rooms; common loading docks; benches, planters, gazebos, and fountains, and (ii) those other areas and facilities outside of the real property constituting the Shopping Center which are designated as Common Areas by Landlord from time to time, together with all of the improvements situated therein, and which Common Areas service and/or otherwise benefit the Shopping Center, as all of the foregoing may be changed by Landlord from time to time.

"Legal Requirements" means all laws, ordinances, codes, rules and regulations of all applicable public authorities; the rules, regulations and requirements of any fire rating organizations or rating bureaus; and any rules, orders or directives issued by Landlord's insurance companies or agents.

"Permitted Use" shall have the meaning set forth in Section 7(a) of this Lease below.

"Premises" means commercial retail Space No. G13A, located at 3299 Joe Treadwell Dr, Mobile, AL 36606 consisting of (i) approximately 26,222 square feet of retail space as more particularly described on **EXHIBIT A** to this Lease.

"Rent Commencement Date" means the earlier to occur of: (a) Two Hundred Seventy (270) days following Commencement Date; or (b) the date on which Tenant opens for business in the Premises for the Permitted Use.

"Shopping Center" means The Shoppes at Bel Air Shopping Center located in Mobile, Alabama, and the defined term "**Shopping Center**" shall include, without limitation, any and all buildings, improvements and Common Areas now or hereafter located upon the real property constituting the Shopping Center, as the same may be expanded, contracted or changed by Landlord from time to time. A plan of the Shopping Center is attached to this Lease as **EXHIBIT B.**

2. **LEASE OF PREMISES FROM LANDLORD TO TENANT.** For the rent and upon the agreements contained in this Lease, as of the Effective Date, Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the Premises.

IN WITNESS WHEREOF, this Lease has been executed by Landlord and Tenant as of the Effective Date.

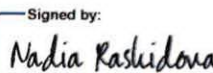
LANDLORD

BEL AIR MALL REALTY HOLDING,
LLC, an Alabama limited liability company

By: 
Name: Felix Reznick
Title: Authorized Signatory

TENANT

Kidlavie Alabama LLC an Alabama limited
liability company

By: 
Name: F47E93F63A31416
Title: Authorized Manager

8/6/2024

Exhibits to Lease Attached

- Exhibit A - Description of the Premises
- Exhibit B - Site Plan of the Shopping Center
- Exhibit C - ACH Payment Authorization and Instructions



CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and Issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation	Application Type ☒ New Business ☐ New Owner ☐ Location Change	Transfer - License? ☒ No ☐ Yes Relocation Date	Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☒ Restaurant ☐ Other
License Type Applied For with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub			
Legal Business Name Kidlawie Alabama LLC		Trade Name (DBA) Kidlawie	
Company Physical Address (Street Address, Suite #) 3201 Airport blvd STE G13A		City Mobile	State AL
		Zip Code 36606	
Business Contact Person Information			
Name Nadeehda Rashidoo		Title CEO	
URBAN DEVELOPMENT DEPARTMENT USE ONLY			
Building Sq Footage 27000	Parking Provided 68+	Parking Required 68	Compliance ✓
Zoning B-3		Approved ✓	
Comments WITHIN BEL AIR MALL			
Name CALDWELL C. WHISTLER		Signature Caldwell C. Whistler	Date 11.5.2025



Planning & Zoning Department

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

PERMIT NUMBER

ZC-162915-2025

Issue Date: 10/27/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022909302000027.	3201 Airport Blvd G13A	G13A

Business Name	Issued To	Zoning Districts
KIDLAVIE ALABAMA LLC	Name: MIKHAIL NIKEENKO Company: KIDLAVIE ALABAMA LLC Address: 3201 Airport Blvd G13A MOBILE, AL 36606 Phone:	B-3

This Zoning Classification Allows the property to be used for:
RESTAURANT/LOUNGE

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

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
966 Kentucky Street

Sponsored by: Councilmember C. J. Small, District 3

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **966 Kentucky Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **966 Kentucky Street** to be **\$3,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$3,200.00** shall constitute a special assessment against the property at structure **966 Kentucky Street** and being that property more particularly described as follows:

THAT CERTAIN LOT OF LAND BDED BY A LINE DESC AS FOLL COMG AT PT ON S/S OF TENNESSEE ST 58 FT ELY OF SE COR OF TENNESSEE ST & GAYLE ST AS NOW LOC RUN TH SLY 192 FT TH RUN ELY 120 TH TH RUN SLY 50 FT TO PT TH RUN ELY 72 FT-S- TH S 97 FT TO N R/W KENTUCKY ST TH E ALG N R/W 40 FT TH N 200 FT TH RUN W 22 FT TH RUN N 150 FT TO S R/W TENNESSEE ST TH W ALG S R/W 218 FT -S- TO PT OF BEG #SEC 37 T4S R2W #MP29 10 37 0 007

Parcel No.: **29 10 37 0 007 057.XXX**

Owner: **TAYLOR ALFREDA
ATTN KATHERINE TAYLOR
357 GREENWOOD AVE
MOBILE AL 36605-2214**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **November 25, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **966 Kentucky Street**, for the proposed amount of **\$3,200.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

September 30, 2025

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-067-24

LOCATION:
966 Kentucky Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: THAT CERTAIN LOT OF LAND BDED BY A LINE DESC AS FOLL COMG AT PT ON S/S OF TENNESSEE ST 58 FT ELY OF SE COR OF TENNESSEE ST & GAYLE ST AS NOW LOC RUN TH SLY 192 FT TH RUN ELY 120 TH TH RUN SLY 50 FT TO PT TH RUN ELY 72 FT-S- TH S 97 FT TO N R/W KENTUCKY ST TH E ALG N R/W 40 FT TH N 200 FT TH RUN W 22 FT TH RUN N 150 FT TO S R/W TENNESSEE ST TH W ALG S R/W 218 FT -S- TO PT OF BEG #SEC 37 T4S R2W #MP29 10 37 0 007

Parcel Number: 29 10 37 0 007 057.XXX

Amount: ~~\$ 3,000.00~~ \$3,200.00

**Assessed: TAYLOR ALFREDA
ATTN KATHERINE TAYLOR
357 GREENWOOD AVE
MOBILE AL 36605-2214**

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Council Member C. J. Small, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
709 South Carolina Street

Sponsored by: Councilmember C. J. Small, District 3

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **709 South Carolina Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **709 South Carolina Street** to be **\$4,075.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$4,075.00** shall constitute a special assessment against the property at structure **966 Kentucky Street** and being that property more particularly described as follows:

LOT 1 SQUARE 7 SIMS 2ND ADDITION DBK 120 PAGE 486

Parcel No.: **29 10 37 0.003 059**

Owner: **DESTINYS PROPERTIES LLC
6235 MAIN ST
APT 2001
FRISCO TX 75034-3423**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **November 25, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **709 South Carolina Street**, for the proposed amount of **\$4.075.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

September 30, 2025

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-090-24

LOCATION:
709 South Carolina Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 1 SQUARE 7 SIMS 2ND ADDITION DBK 120 PAGE 486

Parcel Number: 29 10 37 0 003 059
Amount: ~~\$3,875.00~~ \$4,075.00
Assessed: DESTINY'S PROPERTIES LLC
6235 MAIN ST APT 2001
FRISCO TX 75034-3423

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Council Member C. J. Small, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
5641 Will Casher Lane

Sponsored by: Councilmember Ben Reynolds, District 4

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **5641 Will Casher Lane** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **5641 Will Casher Lane** to be **\$2,400.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,400.00** shall constitute a special assessment against the property at structure **5641 Will Casher Lane** and being that property more particularly described as follows:

LOT 1 HATTIE QUINNIE SUBDIVISION MBK 126 PAGE 34

Parcel No.: **38 02 10 2 000 152.001**

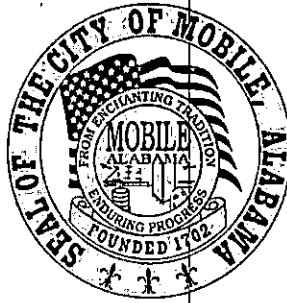
Owner: **NGUYEN TY THI**
8259 CHEYENNE ST N
THEODORE AL 36582-7316

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **November 25, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **5641 Will Casher Lane**, for the proposed amount of **\$2,400.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

September 30, 2025

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-061-24

LOCATION:
5641 Will Casher Lane

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 1 HATTIE QUINNIE SUBDIVISION MBK 126 PAGE 34

Parcel Number: 38 02 10 2 000 152.001

Amount: ~~\$ 2,200.00~~ *\$2,400.00*

Assessed: NGUYEN TY THI
8259 CHEYENNE ST N
THEODORE AL 36582-7316

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member, Ben Reynolds, David Daughenbaugh, James Roberts, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1009 S. Washington Avenue

Sponsored by: Councilmember C. J. Small, District 3

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **1009 S. Washington Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **1009 S. Washington Avenue** to be **\$4,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$4,200.00** shall constitute a special assessment against the property at structure **1009 S. Washington Avenue** and being that property more particularly described as follows:

**LOTS 1 & 2 BLK A TERRYS SUB OF LOTS 24 & 25 CHOCTAW POINT TRT DBK 809
PG 327**

Parcel No.: **29 10 37 0 008 136.XXX**

Owner: **HOUSE MARTHA
ATTN STACY YOUNG
2762 RIVER RD
ELLENWOOD GA 30294-1257**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **November 25, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **1009 S. Washington Avenue**, for the proposed amount of **\$4,200.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

September 30, 2025

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-018-24

LOCATION:
1009 S. Washington Avenue

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

**Legal Description: LOTS 1 & 2 BLK A TERRYS SUB OF LOTS 24 & 25 CHOCTAW POINT TRT
DBK 80 PG 327**

Parcel Number: 29 10 37 0 008 136.XXX

Amount: ~~\$ 4,000.00~~ \$4,200.00

Assessed: HOUSE MARTHA
ATTN STACEY YOUNG
2762 RIVER RD
ELLENWOOD GA 30294-1257

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Council Member C. J. Small, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
5937 Westhaven Drive South

Sponsored by: Councilmember Gina Gregory, District 7

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **5937 Westhaven Drive South** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **5937 Westhaven Drive South** to be **\$2,700.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,700.00** shall constitute a special assessment against the property at structure **5937 Westhaven Drive South** and being that property more particularly described as follows:

**LOT 4 BLK 11 HILLSDALE HGTS MBK 10 P 183 SECT 17 T4S R2W #SEC 17 T4S R2W
#MP28 04 17 2 002**

Parcel No.: **28 04 17 2 002 002.XXX**

Owner: **LAFFITTE PAMELA JEAN
PO BOX 82145
MOBILE AL 36689-2145**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **November 25, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **5937 Westhaven Drive S.**, for the proposed amount of **\$2,700.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

September 30, 2025

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-104-22

LOCATION:
5937 WESTHAVEN DR S

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 4 BLK 11 HILLSDALE HGTS MBK 10 P 183 SECT 17 T4S R2W #SEC 17 T4S R2W #MP28 04 17 2 002

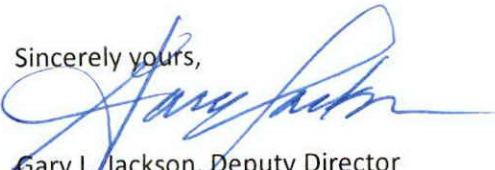
Parcel Number: 28 04 17 2 002 002.XXX

Amount: ~~\$2,500.00~~ \$2,700.00

**Assessed: LAFFITTE PAMELA JEAN
PO BOX 82145
MOBILE AL 36689-2145**

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,


Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilman Gina Gregory, file copy

RESOLUTION

Sponsored by: Councilmember Cory Penn, District 1

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Collins Avenue be given the honorary name of “Honorary Herman and Cenia Frieson Way”.

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 7 described in the resolution adopted on the 21st day of **October**, 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 5, as described in the resolution adopted on the 21st day of **October**, 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. **1671** on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above-described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted:

City Clerk

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE AS FOLLOWS:

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1671** 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 **25th day of November, 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: OCT 21 2025


City Clerk



MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **October 15, 2025**

SUBJECT: WEED LIEN GROUP **1671**

Attached, please find Assessment Lists for Weed Lien Group Number **1671** 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):

10/21/2025

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING):

11/25/2025

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): 10/23/25

LEGAL NOTICE DUE TO MOBILE LAGNIAPPE: 11/6/2025

LEGAL NOTICE ADS: 11/12/2025-11/19/2025

POSTING DATE: 11/18/2025

Copy to: Marchetta Taite

	WEED LIEN					
	CONTRACT NUMBER					
	1671				Res. No.	
10/21/2025	LOTS TO BE DECLARED				58-	
11/25/2025	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	2203 Rosa Dr	59710	76742		1	
2	257 Rylands St	63080	76743		2	
3	304 Rylands St	67725	76744		2	
4	302 Cuba St	67722	76745		2	
5	1408 Grove St	66606	76746		3	
6	1458 Cloverleaf Cir N	54289	76747		2	
7	1521 Orange St	51223	76748		2	
8	1553 Orange St	57253	76749		2	
9	1550 Robert E Lee St	51374	76753		3	
10	1550 Stewart Ave	65377	76754		3	
11	408 Clay St	68402	76755		2	
12	1364 St Madar St	69590	76756		2	
13	1805 Staples Rd	67781	76758		3	
14	5958 Scottsdale Dr	51335	76761		7	
15	1009 Heustis St	65364	76762		3	
16	1025 Hannon Rd	53381	73763		3	
17	924 Nellie St	66847	76764		3	
18	457 Stanton Rd	53276	76765		1	
19	2116 Felix St	52432	76766		1	
20	1354 Menas Ave	66996	76767		2	
				\$ -		
Numbers of lots cut				Numbers of lots cut		
District total for this group						
1	3			1		
2	9			2		
3	7			3		
4	0			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						

Angela 10/14/25
Marchetta Sante 10/14/25

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Repeat Weed Lien Group 92** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

City Clerk



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Pafenbach, City Clerk's Office
FROM: Gary Jackson, Deputy Director 
DATE: November 14, 2025
SUBJECT: Repeat Weed Lien Invoices G-92

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) 92. Please place these on the City Council's Agenda for December 2, 2025.

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

		REPEAT WEED LIEN						
		CONTRACT NUMBER						
		GROUP 92					Res. No.	
7/1/2025		1st REPEAT WEED LIEN LETTERS SENT					11-058	
12/2/2025		REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST						
			Old SRO	New	Initial	Times	Amount	CBD
Item	Address	Dis	Case #	Case #		cut within	Assessed	CBO
No.								
1	356 Cassidy St	2		52041	8/2/2023	1	\$ 50.00	CBO
2	505 Booker St	2		52042	11/17/2023	1	\$ 282.00	
3	0 Dauphin Island Pkwy Par. No . (29 00 32 2 000 090.XXX)	3		52043	10/25/2022	2	\$1,806.88	
4	254 N Pine St	2		52044	11/15/2022	1	\$ 50.00	CBO
5	2862 Pages Lane	1	50146	52045	11/15/2022	3	\$ 551.74	
6	1101 Bay Ave	3	50389	52046	10/25/2022	2	\$ 417.00	
7	1300 Greenwood Ave	3	42218	52047	8/15/2023	1	\$ 219.44	
8	901 Mobile St	1		52049	8/15/2023	1	\$ 282.00	
9	507 Booker St	2		52050	8/15/2023	1	\$ 282.00	
10	2116 Johns Lane	3	50927	52051	4/30/2024	1	\$ 50.00	
11	1632 Prairie Ave	3	34629	52052	11/29/2022	1	\$ 322.29	
12	1201 Baltimore St	3	49891	52053	8/16/2022	1	\$ 50.00	CBO
13	1766 Dublin St	3	50726	52054	8/16/2022	4	\$ 50.00	CBO
14	2061 Tucker St	1		52055	2/14/2023	2	\$ 382.00	
15	614 Mohawk St	5		52056	10/10/2023	2	\$ 487.00	
16	624 Mohawk St	5		52057	10/4/2022	2	\$ 50.00	CBO
17	1569 Greenlawn Dr	4		52058	10/25/2022	3	\$ 482.00	
18	1561 Greenlawn Dr	4		52059	8/29/2023	2	\$ 382.00	
19	1567 Greenlawn Dr	4		52061	12/5/2023	1	\$ 282.00	
20	1564 Greenlawn Dr	4		52062	12/9/2023	2	\$ 385.00	
Total							\$6,863.35	
District total for this group		Numbers of lots cut						
1	3			1	3			
2	4			2	2			
3	7			3	4			
4	4			4	4			
5	2			5	1			
6	0			6	0			
7	0			7	0			
	20				14			
*CBO Cut By Owner								
*N/A Taken out by Inspector								
*ADD Added in from other Groups								

Sandy Jack 11-17-25
Marchetta Jarte 11-17-25



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 14, 2025

Lot Owner: **SULLIVAN GEORGIA L**

Address: **36 CASSIDY ST**

City, State, Zip: **MOBILE, AL 36617-3956**

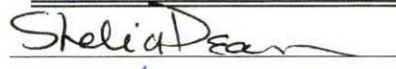
Repeat Group Number: **92** Item # **1**

Lot Description: **LOT 16 SILVER HILL DBK 107 PG 19 #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 353.XXX) 356 CASSIDY ST**

Nuisance Date: **7/1/2025**

Date lot was cut: **11/3/2025** Contractor: Mr. James Perryman

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,704	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00



SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 14, 2025

Lot Owner: **DANG PHUC**
Address: **3801 DIDCOT CIR**
City, State, Zip: **SACRAMENTO, CA 95838**
Repeat Group Number: **92** Item # **2**

Lot Description: **LOT 36 BLK 2 IN PORTER'S 2ND ADDN DBK 99 N.S. PG 23 (29 10 28 1 004 027.001) 507 BOOKER ST**

Nuisance Date: **7/1/2025**

Date lot was cut: **11/3/2025** Contractor: **Mr. James Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,731	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 282.00

Shelia Dean

SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 14, 2025

Lot Owner: ALABAMA DEPT. OF REVENUE

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: P. O. BOX 327210

City, State, Zip: MONTGOMERY, AL 36132-7210

Repeat Group Number: 92 Item # 3

Lot Description: BEGINNING AT A POINT ON THE WEST LINE OF DAUPHIN ISLAND PARKWAY 51.73 FT NORTH OF THE NORTHEAST CORNER OF LOT 1 BLOCK 16 FULTON RIDGE ESTATES MBK 4 PG 110 THEN RUN WESTERLY 319.12 FT THEN SOUTHWESTERLY 326 FT THEN NORTHERLY 90 FT(S) THEN WESTERLY 110 FT THEN NORTHERLY 21.18 FT THEN NORTHEASTERLY ALONG A CURVE TO THE LEFT 105 FT(S) THEN NORTHEASTERLY 690 FT(S) THEN SOUTH 150 FT(S) TO THE POINT OF BEGINNING.(29 11 32 1 000 090.XXX) 0 DAUPHIN ISLAND PKWY

Nuisance Date: 7/1/2025

Date lot was cut: 11/3/2025 Contractor: Mr. James Perryman

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		115,990	\$ 0.0125	\$ 1,449.88
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 1,806.88

Shelly A Dean

SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 14, 2025

Lot Owner: **BAYLES JOYCELYN DENNIS**

Address: **P. O. BOX 39023**

City, State, Zip: **BIRMINGHAM, AL 35208-0023**

Repeat Group Number: **92** Item # **4**

Lot Description: **BEG NE COR PINE & CONGRESS STS TH NLY ALG PINE ST 75.5 FT FOR BEG CONT NLY ALG ST 33.25 FT ENCLOSED ANG 88 DEG 48 MIN ELY 124.8 FT TH ENCLOSED ANG 91 DEG 21 MIN SLY 36 FT TH ENCLOSED ANG 87 DEG 19 MIN WLY 124.85 FT TO BEG BEING PT LOTS 1 & 2 BLK 22 CAMP GROUND TRT DBK 48 P 343 #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 513.XXX) 254 PINE ST N**

Nuisance Date: **7/1/2025**

Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	3,399	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean

SECRETARY

Marichetta Davis

INSPECTOR

Gary Parks

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 14, 2025

Lot Owner: **KINGSIZE ENTERPRISES INC**

C/O DOROTHY HEARD

Address: **615 HOSANNA RD**

City, State, Zip: **GRIFFIN, GA 30223-5864**

Repeat Group Number: **92** Item # **5**

Lot Description: **LOT 17 BLK H NEESES ADD TO CRICHTON MBK 4 NS P 168 #SEC 18 T4S R1W #MP29 08 18 1 001 (29 08 18 1 001 108.XXX) 2862 PAGES LN**

Nuisance Date: **7/1/2025**

Date lot was cut: **11/3/2025** Contractor: Mr. James Perryman

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		15,579	\$ 0.0125	\$ 194.74
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 551.74

Shelia Dean

SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 14, 2025

Lot Owner: **GEORGE QUEEN P**
Address: **320 STANTON RD APT 1212**
City, State, Zip: **MOBILE, AL 36617**
Repeat Group Number: **92** Item # **6**

Lot Description: **E 1/2 OF LOTS 1 & 2 OF SQ D OAKHILL SUB DBK 85 N S & 380 #SEC 27 T4S R1W #MP29 10 27 4 000 (29 10 27 4 000 117.XXX) 1101 BAY AVE**

Nuisance Date: **7/1/2025**

Date lot was cut: **11/3/2025** Contractor: **Mr. James Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,804	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	6	\$ 7.00	\$ 42.00
Total Project Cost:				\$ 417.00

Shelia Dean
SECRETARY
Marcella Jante
INSPECTOR
any
SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 14, 2025

Lot Owner: **FELTS VIVIAN P**
Address: **422 CLANCY ST**
City, State, Zip: **PRICHARD, AL 36610-4065**
Repeat Group Number: **92** Item # **7**

Lot Description: **LOT 20 BLK 4 ACCORDING TO SURVEY OF BROOKLEY HEIGHTS 1ST SECTOR MBK 3 P 677-680 #SEC 37 T5S R1W #MP32 02 37 0 001 (32 02 37 0 001 144.XXX) 1300 GREENWOOD AVE**

Nuisance Date: **7/1/2025**

Date lot was cut: **11/3/2025** Contractor: **Mr. James Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		10,275	\$ 0.0125	\$ 128.44
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		2	\$ 3.00	\$ 6.00
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 291.44

Shelia Dean

SECRETARY

Marchetta Jants

INSPECTOR

James Perryman

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 14, 2025

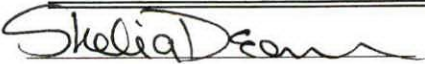
Lot Owner: **SPEARS PATRICK**
Address: **2662 BETBEZE ST**
City, State, Zip: **MOBILE, AL 36607-1608**
Repeat Group Number: **92** Item # **8**

Lot Description: **LOT 429 TRINITY GARDENS EXT SOUTH MBK 4 PG 21 #SEC 44 T4S R1W #MP29 02 44 0 025 (29 02 44 0 025 091.XXX) 901 MOBILE ST**

Nuisance Date: **7/1/2025**

Date lot was cut: **11/3/2025** Contractor: **Mr. James Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,946	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 282.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 14, 2025

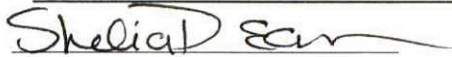
Lot Owner: **CLIPPER JOHN B**
Address: **1015 CHEROKEE ST**
City, State, Zip: **MOBILE, AL 36606**
Repeat Group Number: **92** Item # **9**

Lot Description: **LOT 35 BLK 2 PORTERS 2ND ADD TO MOBILE DBK 99 PG 23 #SEC 28 T4S R1W #MP29 10 28 1 004 (29 10 28 1 004 027.XXX) 507 BOOKER ST**

Nuisance Date: **7/1/2025**

Date lot was cut: **11/3/2025** Contractor: Mr. James Perryman

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,731	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 282.00



SECRETARY



INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 14, 2025

Lot Owner: **BACHMAN SCOTT ALLEN**

Address: **2116 JOHNS LN**

City, State, Zip: **MOBILE, AL 36605-3108**

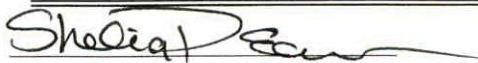
Repeat Group Number: **92** Item # **10**

Lot Description: **N 1/2 OF LOT 26 SUBDIV LOTS 4-5 ROSEDALE SUBDIV DBK 15 6 P 120 #SEC 35 T5S R1W
#MP32 04 35 0 002 (32 04 35 0 002 063.XXX) 2116 JOHNS LN**

Nuisance Date: **7/1/2025**

Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft	26,147	0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00



SECRETARY



INSPECTOR



SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 14, 2025

Lot Owner: **JOHNSON APRIL**
Address: **2251 CARRINGTON DR**
City, State, Zip: **MOBILE, AL 36695**
Repeat Group Number: **92** Item # **11**

Lot Description: **N 69.1 FT LOT 15 PRICE WILLIAMS ESTS MBK 4 P 678 #SEC 33 T4S R1W #MP29 11 33 2 002 (29 11 33 2 002 010.XXX) 1632 PRAIRIE AVE**

Nuisance Date: **7/1/2025**

Date lot was cut: **11/3/2025** Contractor: **Mr. James Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		12,983	\$ 0.0125	\$ 162.29
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		1	\$ 3.00	\$ 3.00
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 322.29

Shelia Dean

SECRETARY

Margaretta Daulton

INSPECTOR

James Perryman

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 14, 2025

Lot Owner: **DANIELS JOE NATHAN**

C/O GEORGE VIDTOR

Address: **3604 BANKSIDE**

City, State, Zip: **THE COLONY, TX 75056-6526**

Repeat Group Number: **92** Item # **12**

Lot Description: **LOT 16 BLK 17 BASCOMBE TRT DBK 128/1 #SEC 37 T4S R1W #MP29 10 37 0 006 (29 10 37 0 006 045.XXX) 1201 BALTIMORE ST**

Nuisance Date: **7/1/2025**

Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,931	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -

Total Project Cost: \$ 50.00



SECRETARY



INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 14, 2025

Lot Owner: **AYLER RPBERT C II**
Address: **2312 PENNINGTON ST**
City, State, Zip: **MOBILE, AL 36617**
Repeat Group Number: **92** Item # **14**

Lot Description: **LOT 4 RESUB OF GREERS SUB UNIT 2 MBK 13 P 35 #SEC 44 T4S R1W #MP29 02 44 0 024 (29 02 44 0 024 288.XXX) 2061 TUCKER ST**

Nuisance Date: **7/1/2025**

Date lot was cut: **11/3/2025** Contractor: **Mr. James Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,211	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 382.00

Shelia Dean

SECRETARY

Marchetta Daulton
INSPECTOR

James Perryman
SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 14, 2025

Lot Owner: KNIGHT WILLIE E
Address: 8351 DUNDY COURT
City, State, Zip: JONESBORO, GA 30238
Repeat Group Number: 92 Item # 15

Lot Description: LOT 18 & PART OF LOT 17 DESC AS FOLL COMG PT WHERE BD LINE BEG SD LOT 17 & 18 INT WITH MOHAWK ST AS POB TH SWLY DIR ALG FRONT LINE OF SD LOT 17, 20 FT M/L TO PT TH RUN IN NWLY DIR PAR TO SD BD LINE BET LOTS 17 & 18 TO PT ON REAR LINE OF LOT 17 TH RUN IN NELY DIR ALG REAR LINE OF LOT 17, 20 FT M/L TO PT ON SD BD LINE LOT 17 & 18 TH RUN IN SELY DIR ALG BD LINE OF LOT 17 & 18 TO POB BEING IN BLK 5 BON AIR ESTS DBK 156/374 #SEC 29 T4S R1W #MP29 09 29 1 003 (29 09 29 1 003 008.XXX) 614 MOHAWK ST

Nuisance Date: 7/1/2025

Date lot was cut: 11/3/2025 Contractor: Mr. James Perryman

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,750	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	16	\$ 7.00	\$ 112.00

Total Project Cost: \$ 487.00

Shelia Dean

SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 14, 2025

Lot Owner: **PAGE ONE PROTECTION LLC**

Address: **663 JOHN ST NW**

City, State, Zip: **ATLANTA, GA 30318-8511**

Repeat Group Number: **92** Item # **16**

Lot Description: **LOT 13 BLK 5 BON AIR ESTS MBK 156/374-77 #SEC 29 T4S R1W #MP29 09 29 1 003 (29 09 29 1 003 012.XXX) 624 MOHAWK ST**

Nuisance Date: **7/1/2025**

Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,408	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean

SECRETARY

Marionette Davis

INSPECTOR

Tom Parker

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 14, 2025

Lot Owner: **HASTINGS BRIAN L**
& ANGELA G
Address: **28 BRIARWOOD LN**
City, State, Zip: **SATSUMA, AL 36572**
Repeat Group Number: **92** Item # **17**

Lot Description: **LOT 91 1ST UNIT MORNINGSIDE MANOR MBK 6 P 431 #SEC 06 T5S R1W #MP32 02 06 0 001 (32 02 06 0 001 177.XXX) 1569 GREENLAWN DR**

Nuisance Date: **7/1/2025**

Date lot was cut: **11/3/2025** Contractor: Mr. James Perryman

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,775	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 482.00

Shelia Dean

SECRETARY

Marcella Jester

INSPECTOR

James Perryman

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 14, 2025

Lot Owner: LAI MICHAEL

C/O MICHAEL LAI

Address: 314 CRAWFORD ST

City, State, Zip: BILOXI, MS 39530

Repeat Group Number: 92 Item # 18

Lot Description: LOT 88 MORNINGSIDE MANOR MBK 1ST UNIT MBK 6 P 431-32 #MP32 02 05 001 (32 02 05 0 001 066.XXX) 1561 GREENLAWN DR

Nuisance Date: 7/1/2025

Date lot was cut: 11/3/2025 Contractor: Mr. James Perryman

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,894	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00

Total Project Cost: \$ 382.00

Shelia Dean

SECRETARY

Myahella Jantz
INSPECTOR

Harry Baker
SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 14, 2025

Lot Owner: **SOUTH ALABAMA INVESTMENT**

PROPERTIES LLC

Address: **456 S BROAD ST**

City, State, Zip: **MOBILE, AL 36603-1122**

Repeat Group Number: **92** Item # **19**

Lot Description: **LOT 90 MORNINGSIDE MANOR 1S T UNIT MBK 6 P 431-432 #SEC 5 T5S R1W #MP32 02 05 0 001(32 02 05 0 001 064.XXX) 1567 GREENLAWN DR**

Nuisance Date: **7/1/2025**

Date lot was cut: **11/3/2025** Contractor: **Mr. James Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,794	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00

Total Project Cost: \$ 282.00

Shelia Dean

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 14, 2025



Lot Owner: ALABAMA DEPT. OF REVENUE

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: P. O. BOX 327210

City, State, Zip: MONTGOMERY, AL 36132-7210

Repeat Group Number: 92 Item # 20

Lot Description: **LOT 73 1ST UNIT OF MORNINGSIDE MANOR MBK 6 P 431-32 #SEC 6 T5S R1W #MP32 02 06 0 001 (32 02 06 0 001 180.XXX) 1564 GREENLAWN DR**

Nuisance Date: 7/1/2025

Date lot was cut: 11/3/2025 Contractor: Mr. James Perryman

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,463	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative				
Penalty-Additional	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		1	\$ 3.00	\$ 3.00
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 385.00

Shelia Dean

SECRETARY

Monnette Tate

INSPECTOR

James Perryman

SUPERVISOR

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

Sponsored by: Councilmember Cory Penn

WHEREAS, *Councilmember Penn wishes to appropriate \$5,000.00 to **Opportunities for Entertainment***, from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, *to **Opportunities for Entertainment***, 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 **Opportunities for Entertainment**, 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 **\$5,000.00 to *Opportunities for Entertainment***, 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 \$4,000.00 to **Mobile Regional Community Center Foundation, Inc.**, from the District 6 Discretionary Fund (10041020 42080);* and

WHEREAS, **Cameron Place Property Owners Association**, 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 **Mobile Regional Community Center Foundation, Inc.**, will be used to *assist with upcoming events*.

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

Adopted:

City Clerk

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

Sponsored by: Councilmember Josh Woods

WHEREAS, *Councilmember Woods wishes to appropriate \$4,000.00 to **Mobile Regional Community Center Foundation, Inc.**, from the District 6 Discretionary Fund (10041020 42080);* and

WHEREAS, **Mobile Regional Community Center Foundation, Inc.**, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to **Mobile Regional Community Center Foundation, Inc.**, will be used to *assist with upcoming events*.

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

Adopted:

City Clerk

03-1509

2025

RESOLUTION

Sponsored by: Councilmember Cory Penn, District 1

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that Alana Williams is appointed to the Mobile City County Youth Council
effective immediately.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 25, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Spiro N. Cheriogotis

Purpose and Scope of Project:

To approve issuance of purchase order to Coastal Alabama Community College for Advanced EMT and Paramedic curriculum courses for 8 firefighters for 2025 fall semester.

Amount of Contract:

\$16,825.00

Funding Source

General fund.

ATTACHMENTS:

1. 20251118 Coastal Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 25 Nov 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
Spiro N. Cheriogotis
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 8 firefighters for 2025 fall semester.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$16,825.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement; intergovernmental agreement; professional academic services.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>3995</u>	2026	(1510) FIRE ADMINISTRATION	CURRICULUM COURSES FOR FIREFIGHTERS FOR 2025 FALL SEMESTER – ADVANCED EMT,TWO STUDENTS; PARAMEDIC 1 ST SEMESTER, TWO STUDENTS; PARAMEDIC 2 ND SEMESTER, THREE STUDENTS; PARAMEDIC 3 RD SEMESTER, ONE STUDENT (INTERGOVERNMENTAL PURCHASE, PROFESSIONAL ACADEMIC SERVICES)	\$16,825.00	<u>(299096)</u> <u>COASTAL</u> <u>ALABAMA</u> <u>COMMUNITY</u> <u>COLLEGE</u>

Adopted:

City Clerk

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Bill To	Requisition 00003995-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
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Vendor
Coastal Alabama Community College
1900 Highway 31 South

Bay Minette, AL 36507

Tel#2515804912

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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11/06/25	299096				FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER THE MFRD AGREEMENT WITH COASTAL AND THE INVOICE A02196474			
	TRAINING PROGRAM	1.00	1441.00000	1441.00
		EACH		

Additional Description Notes

Fall 2025 (TERM: 202610) PER INVOICE S0249781: REGISTRATION
A02570040 Cinco, Anthony
CRN: 11305, 11306, 11307, 11308
SUBJECT EMS: 245, 246, 247, 248
Vendor Item
Inventory Item/Loc 10646

1	1000.30.15.1510.1510.1510.0000.0000.45060.			1441.00
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

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

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Bill To	Requisition 00003995-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 2
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Vendor
Coastal Alabama Community College
1900 Highway 31 South

Bay Minette, AL 36507

Tel#2515804912

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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11/06/25	299096				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
002 TRAINING PROGRAM	1.00	671.00000	671.00
	EACH		

Additional Description Notes

Fall 2025 (TERM: 202610) PER INVOICE S0249781: REGISTRATION FEES
A02570040 Cinco, Anthony
CRN: 11305, 11306, 11307, 11308
SUBJECT EMS: 245, 246, 247, 248
Vendor Item
Inventory Item/Loc 10646

1 1000.30.15.1510.1510.1510.0000.0000.45060.	671.00
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

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

003 TRAINING PROGRAM	1.00	1441.00000	1441.00
	EACH		
Additional Description Notes			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003995-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 3
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Vendor
 Coastal Alabama Community College
 1900 Highway 31 South

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

Bay Minette, AL 36507

MOBILE, AL 36607
 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
11/06/25	299096				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
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Fall 2025 (TERM: 202610) PER INVOICE S0249781: REGISTRATION
 A02324413 Einhauser, Martin
 CRN: 11305, 11306, 11307, 11308
 SUBJECT EMS: 245, 246, 247, 248
 Vendor Item
 Inventory Item/Loc 10646

1	1000.30.15.1510.1510.1510.0000.0000.45060.			1441.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

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

004	TRAINING PROGRAM	1.00 EACH	671.00000	671.00
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Additional Description Notes

Fall 2025 (TERM: 202610) PER INVOICE S0249781: REGISTRATION FEES
 A02324413 Einhauser, Martin
 CRN: 11305, 11306, 11307, 11308
 SUBJECT EMS: 245, 246, 247, 248

=====	=====
Bill To	Requisition 00003995-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 4
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Vendor
Coastal Alabama Community College
1900 Highway 31 South

Bay Minette, AL 36507

Tel#2515804912

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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11/06/25	299096				FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	Vendor Item			
	Inventory Item/Loc 10646			
1	1000.30.15.1510.1510.1510.0000.0000.45060.			671.00

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	1179.00000	1179.00
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Additional Description Notes

Fall 2025 (TERM: 202610) PER INVOICE S0249781: REGISTRATION
A01444693 Martin, Lorenzo A
CRN: 10467, 11398, 11399
SUBJECT EMS: 156, 155, 155L
Vendor Item
Inventory Item/Loc 10646

1	1000.30.15.1510.1510.1510.0000.0000.45060.		1179.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003995-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 5
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/25	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			
006	TRAINING PROGRAM	1.00 EACH	679.00000	679.00
	Additional Description Notes ----- Fall 2025 (TERM: 202610) PER INVOICE S0249781: REGISTRATION FEES A01444693 Martin, Lorenzo A CRN: 10467, 11398, 11399 SUBJECT EMS: 156, 155, 155L Vendor Item Inventory Item/Loc 10646			
1	1000.30.15.1510.1510.1510.0000.0000.45060.			679.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003995-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 6
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/25	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			
007	TRAINING PROGRAM	1.00 EACH	1048.00000	1048.00
	Additional Description Notes ----- Fall 2025 (TERM: 202610) PER INVOICE S0249781: REGISTRATION A01413267 Mayer, Dakota C. CRN: 10471, 10472, 10474, 10475 SUBJECT EMS: 241, 240, 244, 257 Vendor Item Inventory Item/Loc 10646			
1	1000.30.15.1510.1510.1510.0000.0000.45060.			1048.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003995-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 7
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/25	299096				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
008	TRAINING PROGRAM 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	1.00 EACH	677.00000	677.00
	Additional Description Notes			
	Fall 2025 (TERM: 202610) PER INVOICE S0249781: REGISTRATION FEES A01413267 Mayer, Dakota C. CRN: 10471, 10472, 10474, 10475 SUBJECT EMS: 241, 240, 244, 257 Vendor Item Inventory Item/Loc 10646			
1	1000.30.15.1510.1510.1510.0000.0000.45060.			677.00

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Bill To	Requisition 00003995-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 8
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Vendor
Coastal Alabama Community College
1900 Highway 31 South

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

Bay Minette, AL 36507

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Tel#2515804912

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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11/06/25	299096				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

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

009 TRAINING PROGRAM	1.00 EACH	921.00000	921.00
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Additional Description Notes

Fall 2025 (TERM: 202610) PER INVOICE S0249781: REGISTRATION FEES
A02370372 Ramos Arias, Kevin C.
CRN: 10471, 10472, 10474, 10475, 11485
SUBJECT EMS: 241, 240, 244, 257, 189
Vendor Item
Inventory Item/Loc 10646

1 1000.30.15.1510.1510.1510.0000.0000.45060.	921.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003995-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 9
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/25	299096				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
010	TRAINING PROGRAM 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	1.00 EACH	1572.00000	1572.00
	Additional Description Notes ----- Fall 2025 (TERM: 202610) PER INVOICE S0249781: REGISTRATION A02370372 Ramos Arias, Kevin C. CRN: 10471, 10472, 10474, 10475, 11485 SUBJECT EMS: 241, 240, 244, 257, 189 Vendor Item Inventory Item/Loc 10646			
1	1000.30.15.1510.1510.1510.0000.0000.45060.			1572.00

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Bill To	Requisition 00003995-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 10
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Vendor
Coastal Alabama Community College
1900 Highway 31 South

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

Bay Minette, AL 36507

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Tel#2515804912

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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11/06/25	299096				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

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

011 TRAINING PROGRAM	1.00 EACH	1310.00000	1310.00
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Additional Description Notes

Fall 2025 (TERM: 202610) PER INVOICE S0249781: REGISTRATION
A02570037 Robbins, Chad
CRN: 10481, 10483, 11485, 11487
SUBJECT EMS: 253, 254, 255, 256
Vendor Item
Inventory Item/Loc 10646

1 1000.30.15.1510.1510.1510.0000.0000.45060.	1310.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003995-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 11
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/25	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			
012	TRAINING PROGRAM	1.00 EACH	610.00000	610.00
	Additional Description Notes ----- Fall 2025 (TERM: 202610) PER INVOICE S0249781: REGISTRATION FEES A02570037 Robbins, Chad CRN: 10481, 10483, 11485, 11487 SUBJECT EMS: 253, 254, 255, 256 Vendor Item Inventory Item/Loc 10646			
1	1000.30.15.1510.1510.1510.0000.0000.45060.			610.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003995-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 12
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/25	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			
013	TRAINING PROGRAM	1.00 EACH	921.00000	921.00
	Additional Description Notes ----- Fall 2025 (TERM: 202610) PER INVOICE S0249781: REGISTRATION FEES A01666153 Rye, Joseph L CRN: 10471, 10472, 10474, 10475, 11485 SUBJECT EMS: 241, 240, 244, 257, 189 Vendor Item Inventory Item/Loc 10646			
1	1000.30.15.1510.1510.1510.0000.0000.45060.			921.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003995-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 13
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/25	299096				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
014	TRAINING PROGRAM 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	1.00 EACH	1572.00000	1572.00
	Additional Description Notes ----- Fall 2025 (TERM: 202610) PER INVOICE S0249781: REGISTRATION A01666153 Rye, Joseph L CRN: 10471, 10472, 10474, 10475, 11485 SUBJECT EMS: 241, 240, 244, 257, 189 Vendor Item Inventory Item/Loc 10646			
1	1000.30.15.1510.1510.1510.0000.0000.45060.			1572.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003995-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 14
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/25	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			
015	TRAINING PROGRAM	1.00 EACH	671.00000	671.00
	Additional Description Notes ----- Fall 2025 (TERM: 202610) PER INVOICE S0249781: REGISTRATION FEES A02649084 Smith, Fernando CRN: 11305, 11306, 11307, 11308 SUBJECT EMS: 245, 246, 247, 248 Vendor Item Inventory Item/Loc 10646			
1	1000.30.15.1510.1510.1510.0000.0000.45060.			671.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003995-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 15
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/25	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			
016	TRAINING PROGRAM	1.00 EACH	1441.00000	1441.00
	Additional Description Notes ----- Fall 2025 (TERM: 202610) PER INVOICE S0249781: REGISTRATION A02649084 Smith, Fernando CRN: 11305, 11306, 11307, 11308 SUBJECT EMS: 245, 246, 247, 248 Vendor Item Inventory Item/Loc 10646			
1	1000.30.15.1510.1510.1510.0000.0000.45060.			1441.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003995-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 16
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/25	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 16825.00

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

Account 1000.30.15.1510.1510.1510.0000.0000.45060. FIRE ADMINISTRATION EXP	Amount 16825.00	Remaining Budget 2712885.98
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TRAINING

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

Activity	Date	Clerk	Comment
Approved	11/14/25	DONALD ROSE	Auto approved by: 910518227
Approved	11/14/25	SANDRA LEWIS	
Approved	11/14/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	11/14/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	11/14/25	ANNE FOLEY	Auto approved by: 910518227
Approved	11/14/25	JOHN PAINE	Auto approved by: 910518227
Approved	11/14/25	JOHN PAINE	Auto approved by: 910518227

=====	=====
Bill To	Requisition 00003995-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 17
=====	=====

Vendor
Coastal Alabama Community College
1900 Highway 31 South

Bay Minette, AL 36507

Tel#2515804912

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
11/06/25	299096				FIRE ADMINISTRATION
-----	-----	-----	-----	-----	-----

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

Mobile Fire-Rescue Department Paramedic Education Assistance Policy

1. Purpose This policy outlines the procedures and requirements for Mobile Fire-Rescue Department (MFRD) firefighters to receive financial assistance for attending paramedic courses at the University of South Alabama (USA) or Coastal Community College (CCC) to obtain their paramedic license. With a local, as well as national shortage of Paramedics, this program will ensure Mobile Fire Rescue Department maintains it's ability to provide the citizens of Mobile with qualified personnel who have the training to administer Advanced Life Support measures in the pre-hospital setting.

2. Enrollment and Approval Process

a. Sign-Up Process

1. Firefighters must first express interest in taking paramedic courses by signing up through the designated MFRD internal system.

b. Approval Requirements

1. The firefighter must be approved by the following entities:
 - The chosen educational institution (USA or CCC)
 1. Firefighters intending to enroll must meet with the EMS Coordinator prior to course registration to discuss program requirements and expectations.
 - The EMS Division of MFRD
 1. EMS Division will maintain a current list of Firefighters in the program as well as progress and anticipated completion dates.
 2. Enter all AL required for approved class and clinical dates.
 - MFRD Fire Administration

c. Contract Agreement

1. Approved firefighters are required to sign a contract committing to repay the City of Mobile for course expenses if they leave the department after completing the paramedic program.
2. Per Code of Alabama 1975 Section 22-18-8 the department will pursue reimbursement from the employees new employer if within 24 months of training that employee leaves the department.

Reimbursement by new employer for training expenses.

In those instances in which EMSP of any municipality, county, fire district, or the state are employed by the State of Alabama, any county, fire district, or another municipality, within 24 months after completing the training requirements mandated by this chapter, or by rules adopted by the board, the total expense of the training, including, but not limited to, salary paid during training, transportation costs paid to the trainee for travel to and from the training facility, room, board, tuition, and any other related training expenses,

shall be reimbursed to the municipality, county, fire district, or the state which paid for the training. The municipality, county, fire district, or the state which paid for the training shall submit an itemized sworn statement to the new employer of the EMSP, shall demand payment thereof, and may enforce collection of the obligation through civil remedies and procedures. The EMSP shall have the same meaning as in Section 22-18-1. (Acts 1996, No. 96-626, p. 997, §2; Act 2002-424, p. 1090, §1; Act 2010-584, p. 1304, §1.)

3. Firefighters will be required to sign FERPA agreements allowing authorized MFRD personnel to communicate with Education Staff regarding grades, attendance, and overall progress in coursework.

3. Financial Assistance Procedures

a. Authorization Letter

1. Prior to the start of classes, the Chief of Staff will send a letter to the registrar's office of the chosen college to confirm which personnel are approved for financial assistance for fees and tuition.

b. Invoicing and Payment

1. After the drop date, the colleges will send invoices to MFRD for the approved personnel.
2. The department will verify the invoice names against the list of approved personnel.
3. Once verified, the invoice will be submitted for a requisition to the City Purchasing Department for a Purchase Order (PO).

4. Course Curriculum and Costs

a. Curriculum Standards

1. The paramedic program follows the current Department of Transportation, National Highway Traffic Safety Administration, and 2021 National Emergency Medical Services Education Standards.
2. Pre-requisites include:
 - Current National Registry of Emergency Medical Technicians (NREMT) certification
 - State of Alabama EMT license
 - Course completion certificate from a state-approved Advanced Emergency Medical Technician (AEMT) course
 - If holding NREMT AEMT certification, an Alabama AEMT license is required.

b. Course Details and Costs at USA

Advanced EMT (Only one semester)

- **Courses:** EMS 140, EMS 141, EMS 143, EMS 210, EMS 200
- **Total Credit Hours:** 15
- **Tuition:** \$5835.00
- **Fees:** \$466.00
- **Textbook:** \$792.39
- **Total Cost:** \$7093.39

Paramedic First Semester (P1)

- Courses: EMS 212, EMS 214, EMS 216, EMS 217
- Total Credit Hours: 12
- Tuition: \$4,668.00
- Fees: \$381.00
- Textbook: \$650.95 - \$867.95
- Total Cost: \$5,699.95 - \$5,916.95

Paramedic Second Semester (P2)

- Courses: EMS 240, EMS 242, EMS 244, EMS 245, EMS 247
- Total Credit Hours: 12
- Tuition: \$4,668.00
- Fees: \$381.00
- Manuals: \$130.00 (ACLS and PALS)
- Total Cost: \$5,179.00

Paramedic Third Semester (P3)

- Courses: EMS 295, EMS 297
- Total Credit Hours: 7
- Tuition: \$2,723.00
- Fees: \$281.00
- Assessment Package: \$120.75
- Total Cost: \$3,124.75

Total Program Cost: \$14,003.70 – \$14,220.70 \$21,097.09-\$21,314.09

Note: Costs do not include clinical uniforms or other miscellaneous fees. Clinical uniform requirements vary based on clinical site and may include navy blue scrubs or USA EMS Student polo with navy blue EMS pants, black shoes/boots, and a black belt. A stethoscope is also required.

c. Course Details and Costs at CCC

Advanced EMT (Only one semester)

- **Courses:** AEMT, AEMT Clinical
- **Total Credit Hours:** 9
- **Tuition:** \$1,143.00
- **Fees:** \$481.00
- **Textbook:** \$200.00
- **Total Cost:** \$1824.00

Paramedic First Semester

- **Courses:** Paramedic Cardiology, Paramedic Operations, Paramedic Pharmacology, Paramedic Clinical I
- **Total Credit Hours:** 8
- **Tuition:** \$1328.00
- **Fees:** \$95.50
- **Textbook:** \$325.00
- **Total Cost:** \$1962.50

Paramedic Second Semester

- **Courses:** Paramedic Medical Emergencies, Paramedic Trauma Management, Paramedic Special Populations, Paramedic Clinical II
- **Total Credit Hours:** 11
- **Tuition:** \$1826.00
- **Fees:** N/A
- **Textbook:** N/A
- **Total Cost:** \$1826.00

Paramedic Third Semester

- **Courses:** Paramedic Transition to Workforce, Advanced Competencies for Paramedics, Paramedic Field Preceptorship, Paramedic Team Leadership
- **Total Credit Hours:** 10
- **Tuition:** \$1826.00
- **Fees:** N/A
- **Textbook:** N/A
- **Total Cost:** \$1826.00

Total Program Cost: \$7296.50

(Note tuition cost are subject to change based on the school)

5. Additional Responsibilities

a. Health and Immunizations

1. Students must show proof of health insurance or sign a waiver.
2. Proof of required immunizations must be provided. MFRD Health and Safety Officer will assist in coordinating immunizations if needed by Firefighters.

b. Travel and Equipment

1. Students are responsible for travel expenses to and from clinical and field internship sites.
2. Purchase of required clinical equipment will be MFRD's responsibility.

c. Certification Maintenance

1. Students must maintain current Healthcare Provider (CPR) certification and Advanced EMT licensure throughout the program.

6. Compliance and Enforcement

All firefighters participating in this program are expected to adhere strictly to the outlined procedures and requirements. Non-compliance may result in financial reimbursement to the City and other disciplinary actions as deemed necessary by MFRD administration.

7. Recruit Initial Emergency Medical Technician (EMT) Training

The District Chief of Training will coordinate with University of South Alabama (USA) or Coastal Community College (CCC) to facilitate the training of new MFRD recruits that have not received EMT certification. The EMT course shall include such basic emergency medical training as required to meet the national standards, and it shall be delivered in-person.

a. Course Curriculum and Costs

i. Curriculum Standards

1. The EMT program follows the current Department of Transportation, National Highway Traffic Safety Administration, and 2021 National Emergency Medical Services Education Standards.

ii. Curriculum Cost

1. USA - \$2,000.00 / per student not to exceed twenty-five (25).
2. CCC - \$1,745.00 / per student not to exceed twenty-five (25).



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 25, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Spiro N. Cheriogotis

Purpose and Scope of Project:

To approve issuance of purchase order to Emergency Equipment Professional, Inc., for engine replacement for 2017 Rosenbauer fire pumper truck for MFRD

Amount of Contract:

\$64,050.00

Funding Source

General fund.

ATTACHMENTS:

1. 20251117 EEP Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 25 Nov 2025 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: Spiro N. Cheriogotis 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 engine replacement for 2017 Rosenbauer fire pumper truck for MFRD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$64,050.00

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 6009

How many bidders received bid packages (if applicable): 8 + web

How many bidders submitted bids (if applicable): 3

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>4295</u>	2026	(1510) FIRE ADMINISTRATION	ENGINE REPLACEMENT FOR 2017 ROSENBAUER FIRE PUMPER TRUCK FOR MFRD (SEALED BID 6009)	\$64,050.00	(<u>294963</u>) <u>EMERGENCY</u> <u>EQUIPMENT</u> <u>PROFESSIONAL,</u> <u>INC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00004295-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
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Vendor
EMERGENCY EQUIPMENT PROFESSIONAL, INC
6441 HWY 51 NORTH

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

HORN LAKE, MS 38637
USA
Tel#205-685-8200

MOBILE, AL 36607
CASSANDRA.WILLIAMS@CITYOFMOBILE.ORG

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
11/13/25	294963				FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
001	ENGINE 20/ASSET 75140; Replacement of Existing Cummins L9 Engine in 2017 Rosenbauer Fire Pumper; VENDOR TO REPLACE EXISTING CUMMINS L9 ENGINE WITH A NEW COMPLETE DROP IN CUMMINS L9 ENNGINE. ADDITIONAL WORK TO BE DONE AS PER THE CITY OF MOBILE'S BID #6009. 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. THE ONLY PERSON ALLOWED TO SIGN TITLE WORK IS THE PURCHASING AGENT OF THE CITY OF MOBILE. VENDOR IS TO PICKK UP THE TRUCK FROM TEH CITY OF MOBILE AND RETURN THE TRUCK UNDER IT'S OWN POWER TO THE CITY OF MOBILE ADDITIONAL WORK MUST BE APPROVED	1.00 EACH	64050.00000	64050.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004295-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45050. Review: Buyer: Status: Approved	Page 2
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 CASSANDRA.WILLIAMS@CITYOFMOBILE.ORG
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Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/13/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1510.1510.1510.0000.0000.45050. IN WRITING PRIOR TO THE ADDITIONAL WORK BEING DONE. WORK DONE WITHOUT THE PRIOR APPROVAL WILL NOT BE PROCESSED FOR PAYMENT. AS PER CITY OF MOBILE BID #6009 AND YOUR QUOTE			64050.00

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

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

Requisition Link

Requisition Total 64050.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.45050. FIRE ADMINISTRATION EXP	64050.00	2707206.91
REPAIR PARTS		

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

Activity	Date	Clerk	Comment
Approved	11/13/25	DONALD ROSE	Auto approved by: 9105paij

=====	=====
Bill To	Requisition 00004295-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
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Vendor
EMERGENCY EQUIPMENT PROFESSIONAL, INC
6441 HWY 51 NORTH

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

HORN LAKE, MS 38637
USA
Tel#205-685-8200

MOBILE, AL 36607
CASSANDRA.WILLIAMS@CITYOFMOBILE.ORG

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
11/13/25	294963				FIRE ADMINISTRATION
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
Approved	11/13/25 SANDRA LEWIS	Auto	approved by: 9105paij	
Approved	11/13/25 STEVEN KRONINGER	Auto	approved by: 9105paij	
Approved	11/13/25 SAMANTHA COOLEY	Auto	approved by: 9105paij	
Approved	11/13/25 JAMES NEESE	Auto	approved by: 9105paij	
Approved	11/13/25 ANNE FOLEY	Auto	approved by: 9105paij	
Approved	11/13/25 JOHN PAINE			

Authorized By: _____ Date: _____
Signature

BID TAB FOR BID 6009

REPLACEMENT OF EXISTING CUMMINS L9 ENGINE IN 2017 ROSENBAUER FIRE PUMPER

	Emergency Equipment Professional	Gulf Coast Truck & Equipment	Cummins Mid- South
PRICE	\$64,050.00	\$68,085.44	\$83,383.52
DELAY	60-90 Days	3.5 weeks	3 weeks

BID SHEET

This is Not an Order

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

Postal Service Does Not Deliver to This Street Address

lw

Buyer: 002

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/30/2025	6009	GARAGE	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. THURSDAY, NOVEMBER 13, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	REPLACEMENT OF EXISTING CUMMINS L9 ENGINE IN 2017 ROSENBAUER FIRE PUMPER Vendor to Replace Existing Cummins L9 Engine with a New Complete Drop in Cummins Complete L9 Engine. Vendor to Replace <u>ALL</u> Components of the Electric Fuel Pump and Injection Pump. Vehicle is currently at City of Mobile Fire Department Training Center on Owens Street. To view Apparatus Contact Jason Brown at 251-288-7501. Vendor will need to Tow Pumper to Repair Shop. Vendor will pick truck up from City of Mobile Fire Department Training Center on Owen’s Street. Vendor will deliver Apparatus under its own power back to the City. Vendor will follow Cummins break-in procedures and shall document the break in. City will have full access to Vendor’s shop to view the Replacement process. Page 1 of 3					
			TOTAL			

Page 1 of 3

TOTAL

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 Mobile. No employee of the City, mechanic, mechanic supervisor, firefighter, captain, chief, fire mechanic, fire mechanic supervisor has the authority or permission to authorize any additional work or service that increases the cost of the purchase order. Only the Purchasing Agent can authorize any additional work or additional expense to the City of Mobile. All Changes must be done in writing and can only be issued by the Purchasing Agent. Time to Complete Replacement of Engine and Associated Parts may be a consideration in the award of this bid. Time to Complete Replacement _____ Price to perform _____ Replace as per Bid Specifications <u>CONE OF SILENCE</u>. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. THE ABOVE 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.

Engine 20 (E20)
2017 Rosenbauer Warrior Pumper Apparatus
Asset: 75140
Engine: Cummins L9
Transmission: Allison

VIN 54F2CB501HWM11729

- 1, New complete drop-in Cummins engine assembly L9 (**remanufactured or rebuilt not acceptable**) Requesting 5-year warranty
2. Coolant system flush and refill with OAT coolant
3. Replace radiator hoses and 5/8" coolant hoses that come off the engine to heater valves and DEF header
4. Must be able to program ECM to factory specs at no additional charge
5. New oil, oil filter, fuel filters, air filter and coolant
6. Replace DPF filter with new filter (**cleaned / baked filter not acceptable**)
7. Vendor to have pump test run by a third party certified EVT (F-3)' Truck must pass pump test after engine installation and a copy of the pump test provided to MFRD
8. Vendor is responsible to pick the unit up from the MFRD training center and return the truck under its own Power to MFRD
9. Replace DEF fluid filter with new filter
10. Replace all engine belts
11. Replace motor mounts
12. vendor shall provide comprehensive / component(s) warranty documentation with their bid



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: November 25, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Spiro N. Cheriogotis

Purpose and Scope of Project:

To approve issuance of purchase order to Galls LLC for 20 bullet proof vests with protective carriers for MPD.

Amount of Contract:

\$17,966.80

Funding Source

General fund.

ATTACHMENTS:

1. 20251118 Galls Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 25 Nov 2025 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: Spiro N. Cheriogotis Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Orders to Galls LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Galls LLC for 20 bullet proof vests with protective carriers
for MPD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$17,966.80

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: BuyBoard Cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>4386</u>	2026	(1530) POLICE ADMIN SERVICES	20 BULLET PROOF VESTS WITH CARRIERS FOR MPD (BUYBOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$17,966.80	<u>(70216) GALLS LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004386-00 FY 2026 PO 26001781 Acct No: 1000.30.15.1530.1542.1530.0000.0000.44070. Review: Buyer: Status: Converted	Page 1
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Vendor GALLS LLC P O BOX 71628	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET
--------------------------------------	--

CHICAGO, IL 60694-1628

MOBILE, AL 36606

Tel#859-266-7227
Fax 859-269-3492

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/14/25	070216				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
001 VEST PROTECTIVE, BULLET PROOF, LEVEL 2, WITH METAL IMPACT PLATE AND EXTRA NAVY BLUE CARRIER. VENDOR TO PROVIDE POINT BLANK SD6B20CS0P. AS PER BUY BOARD CONTRACT #698-23.	20.00 EACH	656.34000	13126.80

Additional Description Notes

NOAH BUSSMAN
 CAMERON COLWELL
 DAKOTA DAILEY
 SERAWIT DESTA
 SPENCER FACKLER
 LASHUN HOLLINGER
 ALEXANDER LOVE
 SEAN MILLER
 QUENTIN NORTH
 KENNETH NORTON
 MARK PARSONS
 LANDEN PINKSTAFF
 OMARI PORTER
 JUSTIN PRUITT
 TIFFANY RAMM
 JONATHAN SALTER
 TOLAND THOMPSON
 AUSTIN VICKERY
 JAMES VIGNOLO
 ARYANNA WREN
 Vendor Item
 Inventory Item/Loc 4502

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004386-00 FY 2026 PO 26001781 Acct No: 1000.30.15.1530.1542.1530.0000.0000.44070. Review: Buyer: Status: Converted	Page 2
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Vendor GALLS LLC P O BOX 71628	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET
--------------------------------------	--

CHICAGO, IL 60694-1628

MOBILE, AL 36606

Tel#859-266-7227
Fax 859-269-3492

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/14/25	070216				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
1 1000.30.15.1530.1542.1530.0000.0000.44070.			13126.80

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

002 VEST PROTECTIVE, CARRIER ONLY, POINT BLANK BODY ARMOR, EXTERNAL, LAPD NAVY, SIZES: XS - 2XL. LENGTH: SHORT, REGULAR, LONG, X LONG, GUARDIAN GEN 3 CARRIER, BADGE-CROSS BUTTONS, 1ST INITIAL LAST NAME (SILVER LETTERS), BACK ID PANEL TO READ: POLICE (SILVER LETTERS), VENDOR TO PROVIDE: MFT MODEL #FRONT GDF_000JFR, GDF_000JFL, MOLLE NO ZIPPER COVER, BACK GDB_000JBK, TOP LOAD NO MOLLE. CONFIGURED FOR MOBILE POLICE DEPARTMENT. AS PER BUY BOARD CONTRACT #698-23. Additional Description Notes	20.00 EACH	242.00000	4840.00
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Bill To	Requisition 00004386-00 FY 2026
ACCOUNTS PAYABLE	PO 26001781
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.44070.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted
	Page 3

Vendor	Ship To
GALLS LLC	POLICE HEADQUARTERS
P O BOX 71628	2460 GOVERNMENT STREET

MOBILE, AL 36606

CHICAGO, IL 60694-1628

Tel#859-266-7227
Fax 859-269-3492

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/14/25	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	NOAH BUSSMAN			
	CAMERON COLWELL			
	DAKOTA DAILEY			
	SERAWIT DESTA			
	SPENCER FACKLER			
	LASHUN HOLLINGER			
	ALEXANDER LOVE			
	SEAN MILLER			
	QUENTIN NORTH			
	KENNETH NORTON			
	MARK PARSONS			
	LANDEN PINKSTAFF			
	OMARI PORTER			
	JUSTIN PRUITT			
	TIFFANY RAMM			
	JONATHAN SALTER			
	TOLAND THOMPSON			
	AUSTIN VICKERY			
	JAMES VIGNOLO			
	ARYANNA WREN			
	Vendor Item			
	Inventory Item/Loc 15279			
1	1000.30.15.1530.1542.1530.0000.0000.44070.			4840.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004386-00 FY 2026 PO 26001781 Acct No: 1000.30.15.1530.1542.1530.0000.0000.44070. Review: Buyer: Status: Converted	Page 4
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Vendor
 GALLS LLC
 P O BOX 71628

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

CHICAGO, IL 60694-1628

MOBILE, AL 36606

Tel#859-266-7227
 Fax 859-269-3492

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/14/25	070216				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Requisition Link

Requisition Total 17966.80

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

Account	Amount	Remaining Budget
1000.30.15.1530.1542.1530.0000.0000.44070.	17966.80	6298881.58
SUPPORT SERVICE DIV EXP UNIFORMS		

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

Activity	Date	Clerk	Comment
Approved	11/17/25	DONALD ROSE	Auto approved by: 910521222
Approved	11/17/25	LAURIE WILLIAMS	Okay to Approve
Approved	11/17/25	SOPHIA YORK	Auto approved by: 910521222
Approved	11/17/25	JOHN PAINE	Auto approved by: 910521222

Authorized By: _____ Date: _____
 Signature



BuyBoard Current Vendors - New Mexico

Vendor	Address Line 1	City	State	ZIP	Effective	Expiration	Contract
Fun and Function LLC(M)(E)(I)(T)	PO Box 11	Merion Station	PA	19066	11/1/2024	10/31/2027	Classroom & Teaching Aids, Supplies, & Equipment 750-24
Fuquay, Inc.	4861 Old Hwy 81	New Braunfels	TX	78132	4/1/2024	3/31/2027	Cured in Place (CIPP) for Pipeline Rehabilitation (Ultraviolet-Light-Cured-Products) 731-24
G2 Csi (G2 Construction Services, Inc.)(M)(E)(I)(T)	3303 Shell Rd. Suite 3	Georgetown	TX	78628	4/1/2024	3/31/2029	Job Order Contracting (RSMMeans) 728-24
G7 Air(M)(E)(I)(T)	7301 Tahoe Springs Dr3	Fort Worth	TX	76179	12/1/2023	11/30/2026	Unmanned Aerial Vehicles and Surveillance Services 718-23
Gaggle.Net, Inc.(E)(I)(T)	5050 Quorum Drive, Suite 700	Dallas	TX	75452	2/1/2025	1/31/2028	Technology: Software and Services 759-25
Gail's Flags & Golf Course Accessories, Inc. (M)(E)(I)(T)	2821 Carson Street	Fort Worth	TX	76117	6/1/2023	5/31/2026	Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils 705-23
Galls, LLC(E)(I)(T)	1340 Russell Cave Road	Lexington	KY	40505	4/1/2023	3/31/2026	Public Safety and Firehouse Supplies and Equipment 698-23
Galls, LLC(E)(I)(T)	1340 Russell Cave Road	Lexington	KY	40505	7/1/2025	6/30/2028	Uniforms and Accessories 773-25
Game Court Services Inc(M)(E)(I)(T)	10901 Circle Drive	Austin	TX	78644	4/1/2025	3/31/2028	Gymnasium & Outdoor Sport Field Equipment and Supplies 765-25
Game Court Services Inc(M)(E)(I)(T)	10901 Circle Drive	Austin	TX	78644	4/1/2025	3/31/2028	Athletic & Physical Education Supplies & Equipment 766-25
GameBreaker Inc(E)(I)(T)	31324 Via Colinas, #102	Westlake Village	CA	91362	4/1/2025	3/31/2028	Athletic & Physical Education Supplies & Equipment 766-25
GapVax Inc.(E)(I)(T)	575 Central Ave	Johnstown	PA	15902	10/1/2025	9/30/2028	Sewer Inspection and Cleaning Products 776-25
Garrett Book Company(E)(I)(T)	130 East 13th Street	Ada	OK	74820	6/1/2023	5/31/2026	Library Books, Used Textbooks, and Other Books 702-23
Gaston and Sheehan Auctioneers(E)	1420 FM 685	Pflugerville	TX	78660	9/1/2023	8/31/2026	Auction Services 708-23
Gateway Printing & Office Supply Inc dba Liberty Office Products(E)(I)(T)	PO Box 630729	Houston	TX	77263-0729	6/1/2023	5/31/2026	Copy/Office Paper and Toner Supplies 707-23
Gateway Printing & Office Supply Inc dba Liberty Office Products(E)(I)(T)	PO Box 630729	Houston	TX	77263-0729	12/1/2024	11/30/2027	Office Supplies and Equipment 755-24
Gateway Printing & Office Supply, Inc.(E)(I)(T)	14803 Bulverde Road	San Antonio	TX	78247	4/1/2025	3/31/2028	Furniture for School, Office, Science, Library and Dormitory 767-25

(M) - MWBE (E) - EDGAR Received (D) - Designated Dealer (I) - No Israel Boycott (T) - No Foreign Terrorist Orgs

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by BuyBoard, a national, intergovernmental purchasing cooperative, created in accordance with Maryland and Rhode Island state statutes, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by the Texas Association of School Boards, who served as the procurement administrator with BuyBoard's Board of Directors, using established ranking criteria.

Based on the Department's review, the competitive bid process used by BuyBoard is approved for use through **December 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing BuyBoard, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that BuyBoard its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, BuyBoard's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 25, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Spiro N. Cheriogotis

Purpose and Scope of Project:

To approve issuance of purchase orders to Graybar Electric Co Inc for 10 Hapco 30ft light poles and 20 Hapco 6ft light pole mast arms for Traffic Engineering.

Amount of Contract:

\$24,641.94

Funding Source

General fund.

ATTACHMENTS:

1. 20251114 Graybar Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 25 Nov 2025
Date

Item No. _____

Submitted by: _____
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
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 Graybar Electric Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase orders to Graybar Electric Co Inc for 10 Hapco 30ft light poles and 20 Hapco 6ft light pole mast arms for Traffic Engineering.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$24,641.94

FUNDING SOURCE:

Budget Item: See Requisitions

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Omnia cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>4027</u>	2026	(2060) TRAFFIC ENGINEERING	10 HAPCO 30FT LIGHT POLES AND 20 HAPCO 6FT LIGHT POLE ARMS FOR TRAFFIC ENGINEERING (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$24,641.94	<u>(75199)</u> <u>GRAYBAR</u> <u>ELECTRIC CO INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004027-00 FY 2026 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 1
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Vendor GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/25	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER YOUR QUOTE 2000989727 AND THE MASTER AGREEMENT OMNIA PARTNERS EV2370 HAPCO (10) POLES AND 20 ARMS PER BELOW: (10)DBP HAPCO RTA30C7BEM16-01 30' x 7" direct burial pole prepared for single 6' mast arm field installation and a satin finish (20) MA HAPCO 47005-005/50004H single 6' mast arm w/ connecting hardware and a satin finish Vendor Item	1.00	24641.94000	24641.94
-----	---	------	-------------	----------

1	1000.40.20.3005.2060.3005.0000.0000.44020.	24641.94
---	--	----------

Ship To
 ELECTRICAL
 854 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 DIANNA LOVE

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Page 215 of 722

Graybar

Electrical, Lighting, Data Communications and Security

OMNIA Partners works to connect members to collective buying power. Graybar's contracts provides agencies with cost-saving solutions for any data/communication, networking, wireless, security, electrical and lighting needs. When organizations choose the Graybar cooperative contract through OMNIA Partners, they will receive savings and value that go beyond costs. This contract allows your organization to maximize savings on the products you need while reducing procurement time.



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.

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Public Sector

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-  Higher Education
-  State & Local Government

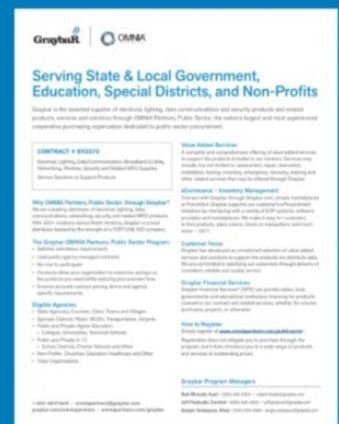
OMNIA Partners works to connect the public sector to collective buying power. Our Graybar cooperative contract provides public sector agencies with cost-saving solutions for any data/communication, networking, wireless, security, electrical and lighting needs. When organizations choose the Graybar cooperative contract through OMNIA Partners, they will receive savings and value that go beyond costs. This cooperative contract allows your organization to maximize savings on the products you need while reducing procurement time.

• Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions

City of Kansas City, MO | EV2370

VIEW CONTRACT DOCUMENTATION

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Graybar 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.

Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions

City of Kansas City, MO

Contract Number: EV2370

Initial Term: February 1, 2018 through January 31, 2023

Renewal Options: Option to renew for three (3) additional two-year periods through January 31, 2029

RENEWED THROUGH January 31, 2029

Executive Summary

- [Executive Summary](#)
- [Pricing](#)
- [Uniform Guidance](#)
- [Due Diligence](#)

Master Agreement Documents

- [EV2370 Master Agreement Graybar](#)
- [New Jersey Disclosure](#)
- [Notice of Intent to Renew](#)
- [Contract Renewal](#)
- [Contract Amendment 1](#)
- [Contract Amendment 2](#)

Solicitation Process

- [EV2370 RFP](#)
- [EV2370 RFP Postings](#)



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Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector (“Omnia”), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department’s review, the competitive bid process used by Omnia is approved for use through **December 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia’s competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for “public works,” as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 25, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Spiro N. Cheriogotis

Purpose and Scope of Project:

To approve issuance of purchase order to Graybar Electric Co Inc for 5 Hapco 40ft round-tapered-aluminum light poles for Traffic Engineering.

Amount of Contract:

\$22,310.15

Funding Source

General fund.

ATTACHMENTS:

1. 20251117 Graybar Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 25 Nov 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
Spiro N. Cheriogotis
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Orders to Graybar Electric Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Graybar Electric Co Inc for 5 Hapco 40ft
round-tapered-aluminum light poles for Traffic Engineering.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$22,310.15

FUNDING SOURCE:

Budget Item: See Requisitions

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Omnia cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>4029</u>	2026	(2060) TRAFFIC ENGINEERING	5 HAPCO 40FT ROUND-TAPERED-ALUMINUM LIGHT POLES FOR TRAFFIC ENGINEERING (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$22,310.15	<u>(75199)</u> <u>GRAYBAR</u> <u>ELECTRIC CO INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004029-00 FY 2026 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 1
--	--	--------

Vendor GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/25	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	EA HAPCO RTA40D1C4-01X LESS ANCHOR BOLTS ***Item Note:*** X = 1.25" Anchor bolt Size, welded Tenon 2. 625 OD 4" length Vendor Item	5.00 EACH	4462.03000	EV2370 22310.15
-----	--	--------------	------------	--------------------

1	1000.40.20.3005.2060.3005.0000.0000.44020.			22310.15
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 854 GAYLE STREET
 MOBILE, AL 36604
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[Requisition Link](#)

Requisition Total	22310.15
-------------------	----------

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

Graybar

Electrical, Lighting, Data Communications and Security

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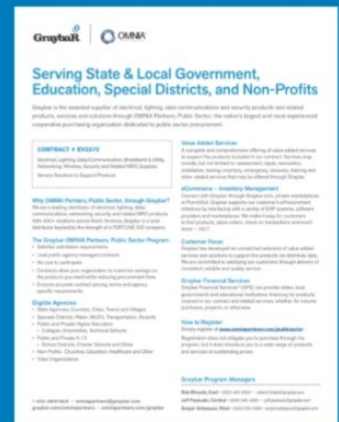
OMNIA Partners works to connect the public sector to collective buying power. Our Graybar cooperative contract provides public sector agencies with cost-saving solutions for any data/communication, networking, wireless, security, electrical and lighting needs. When organizations choose the Graybar cooperative contract through OMNIA Partners, they will receive savings and value that go beyond costs. This cooperative contract allows your organization to maximize savings on the products you need while reducing procurement time.

• Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions

City of Kansas City, MO | EV2370

VIEW CONTRACT DOCUMENTATION

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Graybar 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.

Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions

City of Kansas City, MO

Contract Number: EV2370

Initial Term: February 1, 2018 through January 31, 2023

Renewal Options: Option to renew for three (3) additional two-year periods through January 31, 2029

RENEWED THROUGH January 31, 2029

Executive Summary

- [Executive Summary](#)
- [Pricing](#)
- [Uniform Guidance](#)
- [Due Diligence](#)

Master Agreement Documents

- [EV2370 Master Agreement Graybar](#)
- [New Jersey Disclosure](#)
- [Notice of Intent to Renew](#)
- [Contract Renewal](#)
- [Contract Amendment 1](#)
- [Contract Amendment 2](#)

Solicitation Process

- [EV2370 RFP](#)
- [EV2370 RFP Postings](#)



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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.

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Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia’s competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for “public works,” as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 25, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Spiro N. Cheriogotis

Purpose and Scope of Project:

To approve issuance of purchase order to Graybar Electric Co Inc for 150 Cooper Navion LED street light luminaires for Traffic Engineering.

Amount of Contract:

\$147,365.50

Funding Source

General fund.

ATTACHMENTS:

1. 20251117 Graybar2 Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 25 Nov 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
Spiro N. Cheriogotis
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Orders to Graybar Electric Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Graybar Electric Co Inc for 150 Cooper Navion LED street
light luminaires for Traffic Engineering.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$147,365.50

FUNDING SOURCE:

Budget Item: See Requisitions

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Omnia cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>4026</u>	2026	(2060) TRAFFIC ENGINEERING	150 COOPER NAVION LED STREET LIGHT LUMINAIRES FOR TRAFFIC ENGINEERING (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$147,365.50	(75199) <u>GRAYBAR</u> <u>ELECTRIC CO INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004026-00 FY 2026 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 1
--	--	--------

Vendor GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/25	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER YOUR QUOTE 2000989983 AND THE MASTER AGREEMENT OMNIA PARTNERS EV2370			
	COOPER LTG GROUP	100.00	965.88000	96588.00
	NVN-SA4C-740-U-T3- AP-20K LED AREA	EACH		
	FIXT 4000K 120/277 GRY SRG PROT			
	Vendor Item			

1	1000.40.20.3005.2060.3005.0000.0000.44020.			96588.00
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002	COOPER LTG GROUP	50.00	1015.55000	50777.50
	NVN-SA4C-740-8-T3- AP-20K LED AREA	EACH		
	FIXT 4000K 480V GRY W/SRG PROT			
	Vendor Item			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004026-00 FY 2026 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 2
--	--	--------

Vendor GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/25	075199				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
1 1000.40.20.3005.2060.3005.0000.0000.44020.			50777.50

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 DIANNA LOVE

Deliver To
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 MOBILE, AL 36604

Requisition Link

Requisition Total	147365.50
-------------------	-----------

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

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.	147365.50	537885.21
TRAFFIC ENGINEERING EXP		
OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	11/14/25	DONALD ROSE	Auto approved by: 910518227
Approved	11/14/25	SANDRA LEWIS	
Approved	11/14/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	11/14/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	11/14/25	ANNE FOLEY	Auto approved by: 910518227

Graybar

Electrical, Lighting, Data Communications and Security

OMNIA Partners works to connect members to collective buying power. Graybar's contracts provides agencies with cost-saving solutions for any data/communication, networking, wireless, security, electrical and lighting needs. When organizations choose the Graybar cooperative contract through OMNIA Partners, they will receive savings and value that go beyond costs. This contract allows your organization to maximize savings on the products you need while reducing procurement time.



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.

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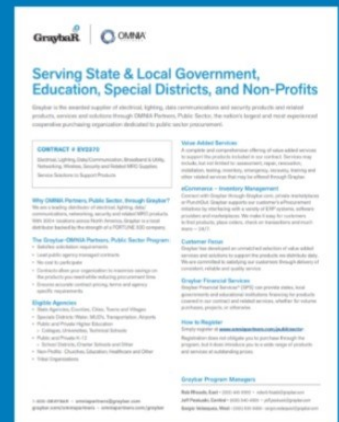
-  K-12 Education
-  Higher Education
-  State & Local Government

OMNIA Partners works to connect the public sector to collective buying power. Our Graybar cooperative contract provides public sector agencies with cost-saving solutions for any data/communication, networking, wireless, security, electrical and lighting needs. When organizations choose the Graybar cooperative contract through OMNIA Partners, they will receive savings and value that go beyond costs. This cooperative contract allows your organization to maximize savings on the products you need while reducing procurement time.

- **Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions**
City of Kansas City, MO | EV2370

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Graybar 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.

Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions

City of Kansas City, MO

Contract Number: EV2370

Initial Term: February 1, 2018 through January 31, 2023

Renewal Options: Option to renew for three (3) additional two-year periods through January 31, 2029

RENEWED THROUGH January 31, 2029

Executive Summary

- [Executive Summary](#)
- [Pricing](#)
- [Uniform Guidance](#)
- [Due Diligence](#)

Master Agreement Documents

- [EV2370 Master Agreement Graybar](#)
- [New Jersey Disclosure](#)
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- [Contract Amendment 2](#)

Solicitation Process

- [EV2370 RFP](#)
- [EV2370 RFP Postings](#)



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P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector (“Omnia”), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department’s review, the competitive bid process used by Omnia is approved for use through **December 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia’s competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for “public works,” as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read "RLR", with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 25, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Spiro N. Cheriogotis

Purpose and Scope of Project:

To approve issuance of purchase order to Gulf States Distributors for 63 cases of .223 caliber rifle ammunition for MPD.

Amount of Contract:

\$20,475.00

Funding Source

General fund.

ATTACHMENTS:

1. 20251118 Gulf Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 25 Nov 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
Spiro N. Cheriogotis
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Orders to Gulf States Distributors

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Gulf States Distributors for 63 cases of .223 caliber rifle
ammunition for MPD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$20,475.00

FUNDING SOURCE:

Budget Item: See Requisitions

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL state contract

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>3556</u>	2026	(1530) POLICE ADMIN SERVICES	63 CASES OF .223 CALIBER RIFLE AMMUNITION FOR MPD (AL STATE CONTRACT)	\$20,475.00	<u>(078918) GULF STATES DISTRIBUTORS</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003556-00 FY 2026 Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 910520704 Status: Approved	Page 1
--	--	--------

Vendor
 GULF STATES DISTRIBUTORS
 6000 EAST SHIRLEY LANE

Ship To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD

MONTGOMERY, AL 36117

MOBILE, AL 36608

Tel#800-223-7869
 Fax 334-279-9267

Delivery Reference
 LEE PIERCE

Deliver To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD

 MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/27/25	078918				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER AL CONTRACT MA 23000000004087 AND QUOTE 0233825 AMMUNITION RIFLE, .223, 55 GRAIN HI-SHOK SOFT POINT, 500 ROUNDS/CASE, FEDERAL T223A, NO SUBS. Vendor Item Inventory Item/Loc 10393	63.00	325.00000	20475.00
-----	---	-------	-----------	----------

1	1000.30.15.1530.1542.1530.0000.0000.47020.			20475.00
---	--	--	--	----------

Ship To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD
 MOBILE, AL 36608

Deliver To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD
 MOBILE, AL 36608

[Requisition Link](#)

Requisition Total	20475.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003556-00 FY 2026 Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 910520704 Status: Approved
--	--

Page 2

Vendor
 GULF STATES DISTRIBUTORS
 6000 EAST SHIRLEY LANE

Ship To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD

MOBILE, AL 36608

MONTGOMERY, AL 36117

Tel#800-223-7869
 Fax 334-279-9267

Delivery Reference
 LEE PIERCE

Deliver To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/27/25	078918				POLICE ADMIN SERVICES

Account 1000.30.15.1530.1542.1530.0000.0000.47020. SUPPORT SERVICE DIV EXP	Amount Remaining Budget 20475.00 6298881.58 EQUIPMENT (LESS THAN \$5000)
--	--

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

Activity	Date	Clerk	Comment
Approved	11/18/25	DONALD ROSE	Auto approved by: 910520704
Approved	11/18/25	SANDRA LEWIS	Auto approved by: 910520704
Approved	11/18/25	STEVEN KRONINGER	Auto approved by: 910520704
Approved	11/18/25	SAMANTHA COOLEY	
Approved	11/18/25	ANNE FOLEY	Auto approved by: 910520704
Approved	11/18/25	JOHN PAINE	Auto approved by: 910520704

Authorized By: _____ Date: _____
 Signature

Contract Header

Contract

Ammunition Statewide MA

Supplier

Gulf States Distributors Inc

Linked Solicitation

Ammunition - Statewide

Public Comments

NA

Type

Master Agreement

Contract Code

MA230000004087

Sourcing Number

SRC0000015325

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
Tommy	Trammell	Tommy@gulfstatesdist.com	334-271-2010

1 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

7/1/2023

End Date

6/30/2026

Documents

Items

- [Master_Agreement_V1.pdf](#)

Item Name	Product Code	UOM
Federal - Ammunition Discount: 20%	I1_1	0.00 Case
Hornady - Ammunition Discount: 35%	I1_2	0.00 Case
PMC - Ammunition Discount: 15%	I1_3	0.00 Case
Speer - Ammunition Discount: 20%	I1_4	0.00 Case
Combined Tactical Systems (CTS) - Ammunition Discount: 5%	I1_5	0.00 Case
Any Manufacturer/Brands Not listed - All Remington Ammunition Discount: 20%	I1_7	0.00 Case



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 25, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Spiro N. Cheriogotis

Purpose and Scope of Project:

To approve issuance of purchase order to Leadsonline LLC for annual renewal of Leadsonline PowerPlus resale transaction reporting and investigation software for MPD.

Amount of Contract:

\$37,430.00

Funding Source

General fund.

ATTACHMENTS:

1. 20251119 Leads Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 25 Nov 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
Spiro N. Cheriogotis
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 Leadsonline LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Leadsonline LLC for annual renewal of Leadsonline
PowerPlus resale transaction reporting and investigation software for MPD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$37,430.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>4189</u>	2026	(1530) POLICE ADMIN SERVICES	ANNUAL RENEWAL OF LEADSONLINE POWERPLUS RESALE TRANSACTION INVESTIGATION SOFTWARE FOR MPD (BID EXEMPT AS SOFTWARE)	\$37,430.00	<u>(292802)</u> <u>LEADSONLINE</u> <u>LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004189-00 FY 2026 Acct No: 1000.30.15.1530.1530.1530.0000.0000.42110. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor LEADSONLINE LLC 6900 DALLAS PKWY STE 825 PLANO, TX 75024	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
---	--

Tel#972-331-7748
 Fax 972-361-0901

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/25	292802				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

RENEWAL OF EXISTING SOFTWARE PER INVOICE #422181 AND STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.

INVOICE: 422181
 AGENCY ID: 703

EMAIL PO TO: ACCOUNTING@LEADSONLINE.COM

001 LICENSE FOR SOFTWARE AS SPECIFIED:	1.00 EACH	37430.00000	37430.00
--	-----------	-------------	----------

Additional Description Notes

POWERPLUS INVESTIGATION SYSTEM
 START DATE: 01/01/2026
 END DATE: 12/31/2026
 Vendor Item
 Inventory Item/Loc 1723

1 1000.30.15.1530.1530.1530.0000.0000.42110.	37430.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004189-00 FY 2026 Acct No: 1000.30.15.1530.1530.1530.0000.0000.42110. Review: Buyer: 9105fola Status: Approved
---	--

Page 2

Vendor
 LEADSONLINE LLC
 6900 DALLAS PKWY
 STE 825

 PLANO, TX 75024

 Tel#972-331-7748
 Fax 972-361-0901

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/25	292802				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Requisition Link

Requisition Total 37430.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.42110.	37430.00	6298881.58
POLICE ADMIN SERVICES EXP DUES & SUBSCRIPTION		

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

Activity	Date	Clerk	Comment
Approved	11/19/25	DONALD ROSE	Auto approved by: 9105fola
Approved	11/19/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	11/19/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	11/19/25	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	11/19/25	ANNE FOLEY	
Approved	11/19/25	JOHN PAINE	Auto approved by: 9105fola

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004189-00 FY 2026 Acct No: 1000.30.15.1530.1530.1530.0000.0000.42110. Review: Buyer: 9105fola Status: Approved
--	---

Page 3

Vendor
 LEADSONLINE LLC
 6900 DALLAS PKWY
 STE 825

 PLANO, TX 75024

 Tel#972-331-7748
 Fax 972-361-0901

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/25	292802				POLICE ADMIN SERVICES

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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 25, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Spiro N. Cheriogotis

Purpose and Scope of Project:

To approve issuance of purchase order to North American Fire Equipment Co Inc for 9 Paratech Maxiforce KPI-22 air lifting bags with accessories for MFRD.

Amount of Contract:

\$17,903.00

Funding Source

General fund.

ATTACHMENTS:

1. 20251118 NAFECO Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 25 Nov 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
Spiro N. Cheriogotis
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Orders to North American Fire Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to North American Fire Equipment Co Inc for 9 Paratech
Maxiforce KPI-22 air lifting bags with accessories for MFRD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$17,903.00

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: NPPGov cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>4433</u>	2026	(1510) FIRE ADMINISTRATION	9 PARATECH MAXIFORCE KPI-22 AIR LIFTING BAGS WITH ACCESSORIES FOR MFRD (NPPGOV COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$17,903.00	<u>(149290) NORTH AMERICAN FIRE EQUIPMENT CO INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004433-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.42150. Review: Buyer: 910520704 Status: Approved	Page 1
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/25	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER QUOTE Q990825111052337 AND NPP COOPERATIVE CONTRACT PSS20045-1910 Paratech KPI-22, ITEM 22-888160G3-180; PER Quotation: Q990825111052337 NPP COOPERATIVE CONTRACT PSS20045-1910 NO SUBS. Vendor Item	9.00 EACH	1595.00000	14355.00
-----	---	--------------	------------	----------

1	1000.30.15.1510.1510.1510.0000.0000.42150.			14355.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

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

002	Paratech Hose 16' Green w/Couplings, ITEM 22-890517-180; PER Quotation: Q990825111052337	9.00 EACH	104.00000	936.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004433-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.42150. Review: Buyer: 910520704 Status: Approved	Page 2
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/25	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	NPP COOPERATIVE CONTRACT PSS20045-1910 Vendor Item			
1	1000.30.15.1510.1510.1510.0000.0000.42150.			936.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	Paratech Inline Relief Valve 180 psi, ITEM 22-890490-180; PER Quotation: Q990825111052337 NPP COOPERATIVE CONTRACT PSS20045-1910 Vendor Item	9.00 EACH	228.00000	2052.00
1	1000.30.15.1510.1510.1510.0000.0000.42150.			2052.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004433-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.42150. Review: Buyer: 910520704 Status: Approved	Page 3
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/25	149290				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			
004	Paratech (Y) 180, ITEM 22-890736-180; PER Quotation: Q990825111052337 NPP COOPERATIVE CONTRACT PSS20045-1910 Vendor Item	4.00 EACH	140.00000	560.00
1	1000.30.15.1510.1510.1510.0000.0000.42150.			560.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004433-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.42150. Review: Buyer: 910520704 Status: Approved
---	---

Page 4

Vendor
 NORTH AMERICAN FIRE EQUIPMENT CO INC
 PO Box 2928

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

DECATUR, AL 35602
 USA
 Tel#256-353-7100
 Fax 256-355-0852

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/25	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 17903.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.42150.	17903.00	2705975.04
FIRE ADMINISTRATION EXP	MAINTENANCE & REPAIRS	

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

Activity	Date	Clerk	Comment
Cancelled	11/18/25	SAMANTHA COOLEY	Requisition item removed chang
Approved	11/18/25	DONALD ROSE	Auto approved by: 910520704
Approved	11/18/25	SANDRA LEWIS	Auto approved by: 910520704
Approved	11/18/25	STEVEN KRONINGER	Auto approved by: 910520704
Approved	11/18/25	SAMANTHA COOLEY	
Approved	11/18/25	JAMES NEESE	Auto approved by: 910520704
Approved	11/18/25	ANNE FOLEY	Auto approved by: 910520704
Approved	11/18/25	JOHN PAINE	Auto approved by: 910520704

Authorized By: _____ Date: _____
 Signature

Publicly Solicited Contract	Expiration Date Mar 24, 2023	Renewal Limit Mar 24, 2026	Contract # PS20045	Lead Public Agency League of Oregon Cities
------------------------------------	---------------------------------	-------------------------------	-----------------------	---

This is a publicly solicited contract established through an RFP process conducted by a Lead Public Agency. This contract satisfies formal competitive bid requirements of most states. All NPPGov members are urged to seek independent review by their legal counsel to ensure compliance with all state and local requirements.

Documents

[Access Contract](#)

[Details](#)

Synopsis

 [Fire Fighting Equipment RFP 1910 Synopsis](#)

RFP

 [Fire Fighting Equipment RFP 1910](#)

IGA | MPA

 [Intergovernmental Agreement IGA](#)

 [NAFECO Master Price Agreement](#)

For Best Viewing Results Download Contract Docs
Click [Here](#) for Viewing Instructions



North America Fire Equipment Company, Inc. (NAFECO) was started in 1968 by its founder, Jerrell Oaks. It began primarily as a service business to local factories and businesses doing fire extinguisher service and has developed over the years into a full line distributor of fire, law enforcement, and industrial safety apparel and equipment.

Additional Company Information

 [NAFECO Website](#)

 [Contract Overview NAFECO FFE](#)

NPPGov Customer Service

customerservice@nppgov.com

Phone: 877.329.8847

Contact Info

Vice President

Ronald Woodall

ronald.woodall@nafeco.com

Phone: (256) 353-7100 x127

Testimonial

The purchase went great with no problems whatsoever. I do plan on checking/using NPPGov for any future purchases.

- Public Employee from Lyon County, Nevada

Other Contracts That May Interest You



FirstNet™ Built With AT&T

Wireless- Mobility Data & Communications Solutions,...

Jun 15, 2023 - Jun 15, 2026



Curtis – Firefighting Eq...

Fire Fighting Equipment

Mar 18, 2023 - Mar 18, 2026



MES – Firefighting Equ...

Fire Fighting Equipment

Mar 20, 2023 - Mar 20, 2026



NAFECO – PPE

Fire Fighter Personal Protective Equipment

Mar 26, 2023 - Mar 26, 2026



Ten-8 Fire & Safety, LLC...

Fire Fighting Equipment

Mar 26, 2023 - Mar 26, 2026



17930 International Blvd. Suite 900
Seattle, WA 98188 | 877.329.8847
customerservice@nppgov.com

Contracts

[Fire & Rescue](#)

[Law Enforcement](#)

[Public Safety](#)

[Government](#)

[Education](#)

[Nonprofit](#)

Company

[Contact Us](#)

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[About Us](#)

[FAQ](#)

Media Center

[News](#)

[Events](#)

[Leadership Team](#)

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 NPPGov, 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 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 NPPGov 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 NPPGov, 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 NPPGov, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, NPPGov's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 25, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Spiro N. Cheriogotis

Purpose and Scope of Project:

To approve issuance of purchase order to University of South Alabama for Paramedic- second-semester curriculum courses for three firefighters for USA 2025 fall semester.

Amount of Contract:

\$17,489.00

Funding Source

General fund.

ATTACHMENTS:

1. 20251118 USA Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 25 Nov 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
Spiro N. Cheriogotis
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to University of South Alabama

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to University of South Alabama for Paramedic-
second-semester curriculum courses for three firefighters for USA 2025 fall semester.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$17,489.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement; intergovernmental agreement; professional academic services.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>3817</u>	2026	(1510) FIRE ADMINISTRATION	PARAMEDIC SECOND-SEMESTER CURRICULUM COURSES FOR THREE FIREFIGHTERS FOR USA 2025 FALL SEMESTER (INTERGOVERNMENTAL PURCHASE, PROFESSIONAL ACADEMIC SERVICES)	\$17,489.00	(<u>281269</u>) <u>UNIVERSITY OF SOUTH ALABAMA</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003817-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved
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Page 1

Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400

 MOBILE, AL 36688-0001

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/03/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

AS PER MFRD AGREEMENT WITH USA AND INVOICE NUMBER 202610-28B2 001 TRAINING CLASS	1.00 EACH	4730.00000	4730.00
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Additional Description Notes

Item #: 12252 TRAINING CLASS EMT Certification for FALL SEMESTER 2025
 August 19th - December 11th
 Per Invoice 202610-28B2; CONTRACT: J00200029; Registration Tuition
 ID: J00711335; Lattie, Jacob
 CRN:11642
 SUBJECT: EMS
 COURSE: 240
 SEC: 101
 C: M
 COURSE TITLE: EMS Resp. Special Populations
 CREDITS: 3
 CRN:11643
 SUBJECT: EMS
 COURSE: 242
 SEC: 101
 C: M
 COURSE TITLE: Paramedic Emergency Care I
 CREDITS: 3
 CRN:11644
 SUBJECT: EMS

=====	=====
Bill To	Requisition 00003817-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 2
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Vendor
UNIVERSITY OF SOUTH ALABAMA
EMS DEPARTMENT
600 CLINIC DR SUITE 400
MOBILE, AL 36688-0001

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

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

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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11/03/25	281269				FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	COURSE: 244			
	SEC: 101			
	C: M			
	COURSE TITLE: Paramedic Emergency Care II			
	CREDITS: 3			
	CRN:11645			
	SUBJECT: EMS			
	COURSE: 245			
	SEC: 101			
	C: M			
	COURSE TITLE: Paramedic Skills Lab			
	CREDITS: 1			
	CRN:11645			
	SUBJECT: EMS			
	COURSE: 247			
	SEC: 101			
	C: M			
	COURSE TITLE: Paramedic Clinical II			
	CREDITS: 2			
	Vendor Item			
	Inventory Item/Loc 12252			
1	1000.30.15.1510.1510.1510.0000.0000.45060.			4730.00

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003817-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 3
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Vendor
UNIVERSITY OF SOUTH ALABAMA
EMS DEPARTMENT
600 CLINIC DR SUITE 400

MOBILE, AL 36688-0001

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

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
11/03/25	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
002	TRAINING CLASS Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607	1.00 EACH	957.00000	957.00

Additional Description Notes

Item #: 12252 TRAINING CLASS EMT Certification for FALL SEMESTER 2025
August 19th - December 11th
Per Invoice 202610-28B2; CONTRACT: J00200029; Registration Fees
ID: J00711335; Lattie, Jacob
CRN:11642
SUBJECT: EMS
COURSE: 240
SEC: 101
C: M
COURSE TITLE: EMS Resp. Special Populations
CREDITS: 3
CRN:11643
SUBJECT: EMS
COURSE: 242
SEC: 101
C: M
COURSE TITLE: Paramedic Emergency Care I
CREDITS: 3
CRN:11644
SUBJECT: EMS
COURSE: 244

Bill To	Requisition 00003817-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 4

Vendor
UNIVERSITY OF SOUTH ALABAMA
EMS DEPARTMENT
600 CLINIC DR SUITE 400
MOBILE, AL 36688-0001

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/03/25	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
SEC: 101				
C: M				
COURSE TITLE: Paramedic Emergency Care II				
CREDITS: 3				
CRN:11645				
SUBJECT: EMS				
COURSE: 245				
SEC: 101				
C: M				
COURSE TITLE: Paramedic Skills Lab				
CREDITS: 1				
CRN:11645				
SUBJECT: EMS				
COURSE: 247				
SEC: 101				
C: M				
COURSE TITLE: Paramedic Clinical II				
CREDITS: 2				
Vendor Item				
Inventory Item/Loc 12252				
1	1000.30.15.1510.1510.1510.0000.0000.45060.			957.00

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

Deliver To

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Bill To	Requisition 00003817-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 5
=====	=====

Vendor
UNIVERSITY OF SOUTH ALABAMA
EMS DEPARTMENT
600 CLINIC DR SUITE 400

MOBILE, AL 36688-0001

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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11/03/25	281269				FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			

003 TRAINING CLASS	1.00 EACH	594.00000	594.00
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Additional Description Notes

Item #: 12252 TRAINING CLASS EMT Certification for FALL SEMESTER 2025
August 19th - December 11th
Per Invoice 202610-28B2; CONTRACT: J00200029; BOOKSTORE CHARGES
ID: J00711335; Lattie, Jacob
CRN:11642
SUBJECT: EMS
COURSE: 240
SEC: 101
C: M
COURSE TITLE: EMS Resp. Special Populations
CREDITS: 3
CRN:11643
SUBJECT: EMS
COURSE: 242
SEC: 101
C: M
COURSE TITLE: Paramedic Emergency Care I
CREDITS: 3
CRN:11644
SUBJECT: EMS
COURSE: 244
SEC: 101

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003817-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 6
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400

 MOBILE, AL 36688-0001

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/03/25	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
C: M	COURSE TITLE: Paramedic Emergency Care II			
	CREDITS: 3			
	CRN:11645			
	SUBJECT: EMS			
	COURSE: 245			
	SEC: 101			
C: M	COURSE TITLE: Paramedic Skills Lab			
	CREDITS: 1			
	CRN:11645			
	SUBJECT: EMS			
	COURSE: 247			
	SEC: 101			
C: M	COURSE TITLE: Paramedic Clinical II			
	CREDITS: 2			
	Vendor Item			
	Inventory Item/Loc 12252			

1	1000.30.15.1510.1510.1510.0000.0000.45060.	594.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003817-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 7
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400

 MOBILE, AL 36688-0001

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/03/25	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			

004 TRAINING CLASS	1.00 EACH	4730.00000	4730.00
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Additional Description Notes

Item #: 12252 TRAINING CLASS EMT Certification for FALL SEMESTER 2025
 August 19th - December 11th
 Per Invoice 202610-28B2; CONTRACT: J00200029; REGISTRATION TUITION
 ID: J00654182 Miller, Kevin
 CRN:11642
 SUBJECT: EMS
 COURSE: 240
 SEC: 101
 C: M
 COURSE TITLE: EMS Resp. Special Populations
 CREDITS: 3
 CRN:11643
 SUBJECT: EMS
 COURSE: 242
 SEC: 101
 C: M
 COURSE TITLE: Paramedic Emergency Care I
 CREDITS: 3
 CRN:11644
 SUBJECT: EMS
 COURSE: 244
 SEC: 101
 C: M

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003817-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 8
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400

 MOBILE, AL 36688-0001

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/03/25	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	COURSE TITLE: Paramedic Emergency Care II CREDITS: 3 CRN:11645 SUBJECT: EMS COURSE: 245 SEC: 101 C: M COURSE TITLE: Paramedic Skills Lab CREDITS: 1 CRN:11645 SUBJECT: EMS COURSE: 247 SEC: 101 C: M COURSE TITLE: Paramedic Clinical II CREDITS: 2 Vendor Item Inventory Item/Loc 12252			

1	1000.30.15.1510.1510.1510.0000.0000.45060.			4730.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003817-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 9
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/03/25	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
005	TRAINING CLASS	1.00	957.00000	957.00
	MOBILE, AL 36607	EACH		

Additional Description Notes

Item #: 12252 TRAINING CLASS EMT Certification for FALL SEMESTER 2025
 August 19th - December 11th
 Per Invoice 202610-28B2; CONTRACT: J00200029; REGISTRATION FEES
 ID: J00654182 Miller, Kevin
 CRN:11642
 SUBJECT: EMS
 COURSE: 240
 SEC: 101
 C: M
 COURSE TITLE: EMS Resp. Special Populations
 CREDITS: 3
 CRN:11643
 SUBJECT: EMS
 COURSE: 242
 SEC: 101
 C: M
 COURSE TITLE: Paramedic Emergency Care I
 CREDITS: 3
 CRN:11644
 SUBJECT: EMS
 COURSE: 244
 SEC: 101
 C: M
 COURSE TITLE: Paramedic Emergency Care II

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003817-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 10
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/03/25	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	CREDITS: 3 CRN:11645 SUBJECT: EMS COURSE: 245 SEC: 101 C: M COURSE TITLE: Paramedic Skills Lab CREDITS: 1 CRN:11645 SUBJECT: EMS COURSE: 247 SEC: 101 C: M COURSE TITLE: Paramedic Clinical II CREDITS: 2 Vendor Item Inventory Item/Loc 12252			
1	1000.30.15.1510.1510.1510.0000.0000.45060.			957.00

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

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003817-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 11
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400

 MOBILE, AL 36688-0001

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/03/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
006 TRAINING CLASS	1.00 EACH	4730.00000	4730.00

Additional Description Notes

Item #: 12252 TRAINING CLASS EMT Certification for FALL SEMESTER 2025
 August 19th - December 11th
 Per Invoice 202610-28B2; CONTRACT: J00200029; REGISTRATION TUITION
 ID: J00729885 Tharp, Davis
 CRN:11642
 SUBJECT: EMS
 COURSE: 240
 SEC: 101
 C: M
 COURSE TITLE: EMS Resp. Special Populations
 CREDITS: 3
 CRN:11643
 SUBJECT: EMS
 COURSE: 242
 SEC: 101
 C: M
 COURSE TITLE: Paramedic Emergency Care I
 CREDITS: 3
 CRN:11644
 SUBJECT: EMS
 COURSE: 244
 SEC: 101
 C: M
 COURSE TITLE: Paramedic Emergency Care II
 CREDITS: 3

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003817-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 12
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400

 MOBILE, AL 36688-0001

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
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Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/03/25	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	CRN:11645 SUBJECT: EMS COURSE: 245 SEC: 101 C: M COURSE TITLE: Paramedic Skills Lab CREDITS: 1 CRN:11645 SUBJECT: EMS COURSE: 247 SEC: 101 C: M COURSE TITLE: Paramedic Clinical II CREDITS: 2 Vendor Item Inventory Item/Loc 12252			

1	1000.30.15.1510.1510.1510.0000.0000.45060.			4730.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003817-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 13
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400

 MOBILE, AL 36688-0001

Ship To
 FIRE CENTRAL SUPPLY
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 RICHARDSONV@CITYOFMOBILE.ORG

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 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/03/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
007 TRAINING CLASS	1.00 EACH	791.00000	791.00

Additional Description Notes

Item #: 12252 TRAINING CLASS EMT Certification for FALL SEMESTER 2025
 August 19th - December 11th
 Per Invoice 202610-28B2; CONTRACT: J00200029; REGISTRATION FEES
 ID: J00729885 Tharp, Davis
 CRN:11642
 SUBJECT: EMS
 COURSE: 240
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 CRN:11643
 SUBJECT: EMS
 COURSE: 242
 SEC: 101
 C: M
 COURSE TITLE: Paramedic Emergency Care I
 CREDITS: 3
 CRN:11644
 SUBJECT: EMS
 COURSE: 244
 SEC: 101
 C: M
 COURSE TITLE: Paramedic Emergency Care II
 CREDITS: 3
 CRN:11645

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003817-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 14
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/03/25	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	SUBJECT: EMS COURSE: 245 SEC: 101 C: M COURSE TITLE: Paramedic Skills Lab CREDITS: 1 CRN:11645 SUBJECT: EMS COURSE: 247 SEC: 101 C: M COURSE TITLE: Paramedic Clinical II CREDITS: 2 Vendor Item Inventory Item/Loc 12252			

1	1000.30.15.1510.1510.1510.0000.0000.45060.			791.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
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[Requisition Link](#)

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003817-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved
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Page 15

Vendor
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 EMS DEPARTMENT
 600 CLINIC DR SUITE 400

 MOBILE, AL 36688-0001

Ship To
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 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/03/25	281269				FIRE ADMINISTRATION

LN Description / Account	Requisition Total	Qty	Unit Price	Net Price
				17489.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.45060.	17489.00	2707412.85
FIRE ADMINISTRATION EXP TRAINING		

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

Activity	Date	Clerk	Comment
Approved	11/13/25	DONALD ROSE	Auto approved by: 910518227
Approved	11/13/25	SANDRA LEWIS	
Approved	11/13/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	11/13/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	11/13/25	ANNE FOLEY	Auto approved by: 910518227
Approved	11/13/25	JOHN PAINE	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

Mobile Fire-Rescue Department Paramedic Education Assistance Policy

1. Purpose This policy outlines the procedures and requirements for Mobile Fire-Rescue Department (MFRD) firefighters to receive financial assistance for attending paramedic courses at the University of South Alabama (USA) or Coastal Community College (CCC) to obtain their paramedic license. With a local, as well as national shortage of Paramedics, this program will ensure Mobile Fire Rescue Department maintains it's ability to provide the citizens of Mobile with qualified personnel who have the training to administer Advanced Life Support measures in the pre-hospital setting.

2. Enrollment and Approval Process

a. Sign-Up Process

1. Firefighters must first express interest in taking paramedic courses by signing up through the designated MFRD internal system.

b. Approval Requirements

1. The firefighter must be approved by the following entities:
 - The chosen educational institution (USA or CCC)
 1. Firefighters intending to enroll must meet with the EMS Coordinator prior to course registration to discuss program requirements and expectations.
 - The EMS Division of MFRD
 1. EMS Division will maintain a current list of Firefighters in the program as well as progress and anticipated completion dates.
 2. Enter all AL required for approved class and clinical dates.
 - MFRD Fire Administration

c. Contract Agreement

1. Approved firefighters are required to sign a contract committing to repay the City of Mobile for course expenses if they leave the department after completing the paramedic program.
2. Per Code of Alabama 1975 Section 22-18-8 the department will pursue reimbursement from the employees new employer if within 24 months of training that employee leaves the department.

Reimbursement by new employer for training expenses.

In those instances in which EMSP of any municipality, county, fire district, or the state are employed by the State of Alabama, any county, fire district, or another municipality, within 24 months after completing the training requirements mandated by this chapter, or by rules adopted by the board, the total expense of the training, including, but not limited to, salary paid during training, transportation costs paid to the trainee for travel to and from the training facility, room, board, tuition, and any other related training expenses,

shall be reimbursed to the municipality, county, fire district, or the state which paid for the training. The municipality, county, fire district, or the state which paid for the training shall submit an itemized sworn statement to the new employer of the EMSP, shall demand payment thereof, and may enforce collection of the obligation through civil remedies and procedures. The EMSP shall have the same meaning as in Section 22-18-1. (Acts 1996, No. 96-626, p. 997, §2; Act 2002-424, p. 1090, §1; Act 2010-584, p. 1304, §1.)

3. Firefighters will be required to sign FERPA agreements allowing authorized MFRD personnel to communicate with Education Staff regarding grades, attendance, and overall progress in coursework.

3. Financial Assistance Procedures

a. Authorization Letter

1. Prior to the start of classes, the Chief of Staff will send a letter to the registrar's office of the chosen college to confirm which personnel are approved for financial assistance for fees and tuition.

b. Invoicing and Payment

1. After the drop date, the colleges will send invoices to MFRD for the approved personnel.
2. The department will verify the invoice names against the list of approved personnel.
3. Once verified, the invoice will be submitted for a requisition to the City Purchasing Department for a Purchase Order (PO).

4. Course Curriculum and Costs

a. Curriculum Standards

1. The paramedic program follows the current Department of Transportation, National Highway Traffic Safety Administration, and 2021 National Emergency Medical Services Education Standards.
2. Pre-requisites include:
 - Current National Registry of Emergency Medical Technicians (NREMT) certification
 - State of Alabama EMT license
 - Course completion certificate from a state-approved Advanced Emergency Medical Technician (AEMT) course
 - If holding NREMT AEMT certification, an Alabama AEMT license is required.

b. Course Details and Costs at USA

Advanced EMT (Only one semester)

- **Courses:** EMS 140, EMS 141, EMS 143, EMS 210, EMS 200
- **Total Credit Hours:** 15
- **Tuition:** \$5835.00
- **Fees:** \$466.00
- **Textbook:** \$792.39
- **Total Cost:** \$7093.39

Paramedic First Semester (P1)

- Courses: EMS 212, EMS 214, EMS 216, EMS 217
- Total Credit Hours: 12
- Tuition: \$4,668.00
- Fees: \$381.00
- Textbook: \$650.95 - \$867.95
- Total Cost: \$5,699.95 - \$5,916.95

Paramedic Second Semester (P2)

- Courses: EMS 240, EMS 242, EMS 244, EMS 245, EMS 247
- Total Credit Hours: 12
- Tuition: \$4,668.00
- Fees: \$381.00
- Manuals: \$130.00 (ACLS and PALS)
- Total Cost: \$5,179.00

Paramedic Third Semester (P3)

- Courses: EMS 295, EMS 297
- Total Credit Hours: 7
- Tuition: \$2,723.00
- Fees: \$281.00
- Assessment Package: \$120.75
- Total Cost: \$3,124.75

Total Program Cost: \$14,003.70 – \$14,220.70 \$21,097.09-\$21,314.09

Note: Costs do not include clinical uniforms or other miscellaneous fees. Clinical uniform requirements vary based on clinical site and may include navy blue scrubs or USA EMS Student polo with navy blue EMS pants, black shoes/boots, and a black belt. A stethoscope is also required.

c. Course Details and Costs at CCC

Advanced EMT (Only one semester)

- **Courses:** AEMT, AEMT Clinical
- **Total Credit Hours:** 9
- **Tuition:** \$1,143.00
- **Fees:** \$481.00
- **Textbook:** \$200.00
- **Total Cost:** \$1824.00

Paramedic First Semester

- **Courses:** Paramedic Cardiology, Paramedic Operations, Paramedic Pharmacology, Paramedic Clinical I
- **Total Credit Hours:** 8
- **Tuition:** \$1328.00
- **Fees:** \$95.50
- **Textbook:** \$325.00
- **Total Cost:** \$1962.50

Paramedic Second Semester

- **Courses:** Paramedic Medical Emergencies, Paramedic Trauma Management, Paramedic Special Populations, Paramedic Clinical II
- **Total Credit Hours:** 11
- **Tuition:** \$1826.00
- **Fees:** N/A
- **Textbook:** N/A
- **Total Cost:** \$1826.00

Paramedic Third Semester

- **Courses:** Paramedic Transition to Workforce, Advanced Competencies for Paramedics, Paramedic Field Preceptorship, Paramedic Team Leadership
- **Total Credit Hours:** 10
- **Tuition:** \$1826.00
- **Fees:** N/A
- **Textbook:** N/A
- **Total Cost:** \$1826.00

Total Program Cost: \$7296.50

(Note tuition cost are subject to change based on the school)

5. Additional Responsibilities

a. Health and Immunizations

1. Students must show proof of health insurance or sign a waiver.
2. Proof of required immunizations must be provided. MFRD Health and Safety Officer will assist in coordinating immunizations if needed by Firefighters.

b. Travel and Equipment

1. Students are responsible for travel expenses to and from clinical and field internship sites.
2. Purchase of required clinical equipment will be MFRD's responsibility.

c. Certification Maintenance

1. Students must maintain current Healthcare Provider (CPR) certification and Advanced EMT licensure throughout the program.

6. Compliance and Enforcement

All firefighters participating in this program are expected to adhere strictly to the outlined procedures and requirements. Non-compliance may result in financial reimbursement to the City and other disciplinary actions as deemed necessary by MFRD administration.

7. Recruit Initial Emergency Medical Technician (EMT) Training

The District Chief of Training will coordinate with University of South Alabama (USA) or Coastal Community College (CCC) to facilitate the training of new MFRD recruits that have not received EMT certification. The EMT course shall include such basic emergency medical training as required to meet the national standards, and it shall be delivered in-person.

a. Course Curriculum and Costs

i. Curriculum Standards

1. The EMT program follows the current Department of Transportation, National Highway Traffic Safety Administration, and 2021 National Emergency Medical Services Education Standards.

ii. Curriculum Cost

1. USA - \$2,000.00 / per student not to exceed twenty-five (25).
2. CCC - \$1,745.00 / per student not to exceed twenty-five (25).



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 25, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Spiro N. Cheriogotis

Purpose and Scope of Project:

To approve issuance of purchase order to University of South Alabama for Paramedic- third-semester curriculum courses for four firefighters for USA 2025 fall semester.

Amount of Contract:

\$15,164.00

Funding Source

General fund.

ATTACHMENTS:

1. 20251118 USA2 Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 25 Nov 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
Spiro N. Cheriogotis
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to University of South Alabama

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to University of South Alabama for Paramedic- third-semester curriculum courses for four firefighters for USA 2025 fall semester.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$15,164.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement; intergovernmental agreement; professional academic services.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>3825</u>	2026	(1510) FIRE ADMINISTRATION	PARAMEDIC THIRD-SEMESTER CURRICULUM COURSES FOR THREE FIREFIGHTERS FOR USA 2025 FALL SEMESTER (INTERGOVERNMENTAL PURCHASE, PROFESSIONAL ACADEMIC SERVICES)	\$15,164.00	(<u>281269</u>) <u>UNIVERSITY OF SOUTH ALABAMA</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003825-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor
UNIVERSITY OF SOUTH ALABAMA
EMS DEPARTMENT
600 CLINIC DR SUITE 400

MOBILE, AL 36688-0001

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/03/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

001	AS PER MFRD AGREEMENT WITH USA AND THE INVOICE 202610-28A TRAINING CLASS	1.00 EACH	2820.00000	2820.00
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Additional Description Notes

Item #: 12252 TRAINING CLASS EMT Certification for FALL SEMESTER 2025
August 19th - December 11th
Per Invoice 202610-28B2; CONTRACT: J00200029; Registration Tuition
ID:J00771985 Jones, Jacob
CRN:11647
SUBJECT: EMS
COURSE: 295
SEC: 101
C: M
COURSE TITLE: Paramedic Field Internship
CREDITS: 4
CRN:11648
SUBJECT: EMS
COURSE: 297
SEC: 701
C: M
COURSE TITLE: Paramedic Comp Review/Exams
CREDITS: 3
Vendor Item
Inventory Item/Loc 12252

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003825-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/03/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
1 1000.30.15.1510.1510.1510.0000.0000.45060.			2820.00

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 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

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

002 TRAINING CLASS	1.00 EACH	707.00000	707.00
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Additional Description Notes

Item #: 12252 TRAINING CLASS EMT Certification for FALL SEMESTER 2025
 August 19th - December 11th
 Per Invoice 202610-28B2; CONTRACT: J00200029; Registration Fees
 ID:J00771985 Jones, Jacob
 CRN:11647
 SUBJECT: EMS
 COURSE: 295
 SEC: 101
 C: M
 COURSE TITLE: Paramedic Field Internship
 CREDITS: 4

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003825-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved
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Page 3

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/03/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
CRN:11648 SUBJECT: EMS COURSE: 297 SEC: 701 C: M COURSE TITLE: Paramedic Comp Review/Exams CREDITS: 3 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1510.1510.0000.0000.45060.			707.00

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003 TRAINING CLASS	1.00 EACH	264.00000	264.00
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Additional Description Notes

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 August 19th - December 11th

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	Per Invoice 202610-28B2; CONTRACT: J00200029;	Book	Store Charges	
	ID:J00771985 Jones, Jacob			
	CRN:11647			
	SUBJECT: EMS			
	COURSE: 295			
	SEC: 101			
	C: M			
	COURSE TITLE: Paramedic Field Internship			
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	SEC: 701			
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	COURSE TITLE: Paramedic Comp Review/Exams			
	CREDITS: 3			
	Vendor Item			
	Inventory Item/Loc 12252			

1	1000.30.15.1510.1510.1510.0000.0000.45060.	264.00
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 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/03/25	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
004	TRAINING CLASS	1.00	2820.00000	2820.00
	MOBILE, AL 36607	EACH		

Additional Description Notes

Item #: 12252 TRAINING CLASS EMT Certification for FALL SEMESTER 2025
 August 19th - December 11th
 Per Invoice 202610-28B2; CONTRACT: J00200029; Registration tuition
 ID:J00772218 Kiefer, Caleb
 CRN:11647
 SUBJECT: EMS
 COURSE: 295
 SEC: 101
 C: M
 COURSE TITLE: Paramedic Field Internship
 CREDITS: 4
 CRN:11648
 SUBJECT: EMS
 COURSE: 297
 SEC: 701
 C: M
 COURSE TITLE: Paramedic Comp Review/Exams
 CREDITS: 3
 Vendor Item
 Inventory Item/Loc 12252

1	1000.30.15.1510.1510.1510.0000.0000.45060.	2820.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003825-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 6
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400

 MOBILE, AL 36688-0001

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/03/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

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

005 TRAINING CLASS	1.00 EACH	707.00000	707.00
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Additional Description Notes

Item #: 12252 TRAINING CLASS EMT Certification for FALL SEMESTER 2025
 August 19th - December 11th
 Per Invoice 202610-28B2; CONTRACT: J00200029; Registration Fees
 ID:J00772218 Kiefer, Caleb
 CRN:11647
 SUBJECT: EMS
 COURSE: 295
 SEC: 101
 C: M
 COURSE TITLE: Paramedic Field Internship
 CREDITS: 4
 CRN:11648
 SUBJECT: EMS

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Bill To	Requisition 00003825-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 7
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Vendor
UNIVERSITY OF SOUTH ALABAMA
EMS DEPARTMENT
600 CLINIC DR SUITE 400
MOBILE, AL 36688-0001

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

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

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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11/03/25	281269				FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	COURSE: 297			
	SEC: 701			
	C: M			
	COURSE TITLE: Paramedic Comp Review/Exams			
	CREDITS: 3			
	Vendor Item			
	Inventory Item/Loc 12252			
1	1000.30.15.1510.1510.1510.0000.0000.45060.			707.00

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

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

006 TRAINING CLASS	1.00 EACH	264.00000	264.00
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Additional Description Notes

Item #: 12252 TRAINING CLASS EMT Certification for FALL SEMESTER 2025
August 19th - December 11th
Per Invoice 202610-28B2; CONTRACT: J00200029; Book Store Charges
ID:J00772218 Kiefer, Caleb

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Bill To	Requisition 00003825-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 8
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Vendor
UNIVERSITY OF SOUTH ALABAMA
EMS DEPARTMENT
600 CLINIC DR SUITE 400

MOBILE, AL 36688-0001

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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11/03/25	281269				FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	CRN:11647			
	SUBJECT: EMS			
	COURSE: 295			
	SEC: 101			
	C: M			
	COURSE TITLE: Paramedic Field Internship			
	CREDITS: 4			
	CRN:11648			
	SUBJECT: EMS			
	COURSE: 297			
	SEC: 701			
	C: M			
	COURSE TITLE: Paramedic Comp Review/Exams			
	CREDITS: 3			
	Vendor Item			
	Inventory Item/Loc 12252			

1	1000.30.15.1510.1510.1510.0000.0000.45060.	264.00
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003825-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 9
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Vendor
UNIVERSITY OF SOUTH ALABAMA
EMS DEPARTMENT
600 CLINIC DR SUITE 400

MOBILE, AL 36688-0001

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/03/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
007 TRAINING CLASS	1.00 EACH	2820.00000	2820.00

Additional Description Notes

Item #: 12252 TRAINING CLASS EMT Certification for FALL SEMESTER 2025
August 19th - December 11th
Per Invoice 202610-28B2; CONTRACT: J00200029; Registration Tuition
ID:J00747309 Nader, Hunter
CRN:11647
SUBJECT: EMS
COURSE: 295
SEC: 101
C: M
COURSE TITLE: Paramedic Field Internship
CREDITS: 4
CRN:11648
SUBJECT: EMS
COURSE: 297
SEC: 701
C: M
COURSE TITLE: Paramedic Comp Review/Exams
CREDITS: 3
Vendor Item
Inventory Item/Loc 12252

1 1000.30.15.1510.1510.1510.0000.0000.45060.	2820.00
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Bill To	Requisition 00003825-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 10
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Vendor
UNIVERSITY OF SOUTH ALABAMA
EMS DEPARTMENT
600 CLINIC DR SUITE 400
MOBILE, AL 36688-0001

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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11/03/25	281269				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

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

008 TRAINING CLASS	1.00 EACH	707.00000	707.00
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Additional Description Notes

Item #: 12252 TRAINING CLASS EMT Certification for FALL SEMESTER 2025
August 19th - December 11th
Per Invoice 202610-28B2; CONTRACT: J00200029; Registration Fees
ID:J00747309 Nader, Hunter
CRN:11647
SUBJECT: EMS
COURSE: 295
SEC: 101
C: M
COURSE TITLE: Paramedic Field Internship
CREDITS: 4
CRN:11648
SUBJECT: EMS

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Bill To	Requisition 00003825-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 11
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Vendor
UNIVERSITY OF SOUTH ALABAMA
EMS DEPARTMENT
600 CLINIC DR SUITE 400
MOBILE, AL 36688-0001

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

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

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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11/03/25	281269				FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	COURSE: 297			
	SEC: 701			
	C: M			
	COURSE TITLE: Paramedic Comp Review/Exams			
	CREDITS: 3			
	Vendor Item			
	Inventory Item/Loc 12252			
1	1000.30.15.1510.1510.1510.0000.0000.45060.			707.00

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

009 TRAINING CLASS	1.00 EACH	264.00000	264.00
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Additional Description Notes

Item #: 12252 TRAINING CLASS EMT Certification for FALL SEMESTER 2025
August 19th - December 11th
Per Invoice 202610-28B2; CONTRACT: J00200029; Book Store Charges
ID:J00747309 Nader, Hunter

===== Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003825-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved Page 12
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/03/25	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	CRN:11647 SUBJECT: EMS COURSE: 295 SEC: 101 C: M COURSE TITLE: Paramedic Field Internship CREDITS: 4 CRN:11648 SUBJECT: EMS COURSE: 297 SEC: 701 C: M COURSE TITLE: Paramedic Comp Review/Exams CREDITS: 3 Vendor Item Inventory Item/Loc 12252			

1	1000.30.15.1510.1510.1510.0000.0000.45060.			264.00
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Delivery Reference
VICTORIA RICHARDSON

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003825-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 13
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/03/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
010 TRAINING CLASS	1.00 EACH	2820.00000	2820.00

Additional Description Notes

Item #: 12252 TRAINING CLASS EMT Certification for FALL SEMESTER 2025
 August 19th - December 11th
 Per Invoice 202610-28B2; CONTRACT: J00200029; Registration Tuition
 ID:J00651470 Young, Dan
 CRN:11647
 SUBJECT: EMS
 COURSE: 295
 SEC: 101
 C: M
 COURSE TITLE: Paramedic Field Internship
 CREDITS: 4
 CRN:11648
 SUBJECT: EMS
 COURSE: 297
 SEC: 701
 C: M
 COURSE TITLE: Paramedic Comp Review/Exams
 CREDITS: 3
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1510.1510.0000.0000.45060.	2820.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003825-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 14
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400

 MOBILE, AL 36688-0001

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/03/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

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

011 TRAINING CLASS	1.00 EACH	707.00000	707.00
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Additional Description Notes

Item #: 12252 TRAINING CLASS EMT Certification for FALL SEMESTER 2025
 August 19th - December 11th
 Per Invoice 202610-28B2; CONTRACT: J00200029; Registration Fees
 ID:J00651470 Young, Dan
 CRN:11647
 SUBJECT: EMS
 COURSE: 295
 SEC: 101
 C: M
 COURSE TITLE: Paramedic Field Internship
 CREDITS: 4
 CRN:11648
 SUBJECT: EMS

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003825-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 15
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400

 MOBILE, AL 36688-0001

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
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Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/03/25	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	COURSE: 297 SEC: 701 C: M COURSE TITLE: Paramedic Comp Review/Exams CREDITS: 3 Vendor Item Inventory Item/Loc 12252			

1	1000.30.15.1510.1510.1510.0000.0000.45060.			707.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

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

012	TRAINING CLASS	1.00 EACH	264.00000	264.00
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Additional Description Notes

Item #: 12252 TRAINING CLASS EMT Certification for FALL SEMESTER 2025
 August 19th - December 11th
 Per Invoice 202610-28B2; CONTRACT: J00200029; Book Store Charges
 ID:J00651470 Young, Dan

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003825-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 16
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400

 MOBILE, AL 36688-0001

Ship To
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Delivery Reference
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MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/03/25	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	CRN:11647 SUBJECT: EMS COURSE: 295 SEC: 101 C: M COURSE TITLE: Paramedic Field Internship CREDITS: 4 CRN:11648 SUBJECT: EMS COURSE: 297 SEC: 701 C: M COURSE TITLE: Paramedic Comp Review/Exams CREDITS: 3 Vendor Item Inventory Item/Loc 12252			

1	1000.30.15.1510.1510.1510.0000.0000.45060.			264.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
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Deliver To
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 2851 OLD SHELL ROAD
 MOBILE, AL 36607

Mobile Fire-Rescue Department Paramedic Education Assistance Policy

1. Purpose This policy outlines the procedures and requirements for Mobile Fire-Rescue Department (MFRD) firefighters to receive financial assistance for attending paramedic courses at the University of South Alabama (USA) or Coastal Community College (CCC) to obtain their paramedic license. With a local, as well as national shortage of Paramedics, this program will ensure Mobile Fire Rescue Department maintains it's ability to provide the citizens of Mobile with qualified personnel who have the training to administer Advanced Life Support measures in the pre-hospital setting.

2. Enrollment and Approval Process

a. Sign-Up Process

1. Firefighters must first express interest in taking paramedic courses by signing up through the designated MFRD internal system.

b. Approval Requirements

1. The firefighter must be approved by the following entities:
 - The chosen educational institution (USA or CCC)
 1. Firefighters intending to enroll must meet with the EMS Coordinator prior to course registration to discuss program requirements and expectations.
 - The EMS Division of MFRD
 1. EMS Division will maintain a current list of Firefighters in the program as well as progress and anticipated completion dates.
 2. Enter all AL required for approved class and clinical dates.
 - MFRD Fire Administration

c. Contract Agreement

1. Approved firefighters are required to sign a contract committing to repay the City of Mobile for course expenses if they leave the department after completing the paramedic program.
2. Per Code of Alabama 1975 Section 22-18-8 the department will pursue reimbursement from the employees new employer if within 24 months of training that employee leaves the department.

Reimbursement by new employer for training expenses.

In those instances in which EMSP of any municipality, county, fire district, or the state are employed by the State of Alabama, any county, fire district, or another municipality, within 24 months after completing the training requirements mandated by this chapter, or by rules adopted by the board, the total expense of the training, including, but not limited to, salary paid during training, transportation costs paid to the trainee for travel to and from the training facility, room, board, tuition, and any other related training expenses,

shall be reimbursed to the municipality, county, fire district, or the state which paid for the training. The municipality, county, fire district, or the state which paid for the training shall submit an itemized sworn statement to the new employer of the EMSP, shall demand payment thereof, and may enforce collection of the obligation through civil remedies and procedures. The EMSP shall have the same meaning as in Section 22-18-1. (Acts 1996, No. 96-626, p. 997, §2; Act 2002-424, p. 1090, §1; Act 2010-584, p. 1304, §1.)

3. Firefighters will be required to sign FERPA agreements allowing authorized MFRD personnel to communicate with Education Staff regarding grades, attendance, and overall progress in coursework.

3. Financial Assistance Procedures

a. Authorization Letter

1. Prior to the start of classes, the Chief of Staff will send a letter to the registrar's office of the chosen college to confirm which personnel are approved for financial assistance for fees and tuition.

b. Invoicing and Payment

1. After the drop date, the colleges will send invoices to MFRD for the approved personnel.
2. The department will verify the invoice names against the list of approved personnel.
3. Once verified, the invoice will be submitted for a requisition to the City Purchasing Department for a Purchase Order (PO).

4. Course Curriculum and Costs

a. Curriculum Standards

1. The paramedic program follows the current Department of Transportation, National Highway Traffic Safety Administration, and 2021 National Emergency Medical Services Education Standards.
2. Pre-requisites include:
 - Current National Registry of Emergency Medical Technicians (NREMT) certification
 - State of Alabama EMT license
 - Course completion certificate from a state-approved Advanced Emergency Medical Technician (AEMT) course
 - If holding NREMT AEMT certification, an Alabama AEMT license is required.

b. Course Details and Costs at USA

Advanced EMT (Only one semester)

- **Courses:** EMS 140, EMS 141, EMS 143, EMS 210, EMS 200
- **Total Credit Hours:** 15
- **Tuition:** \$5835.00
- **Fees:** \$466.00
- **Textbook:** \$792.39
- **Total Cost:** \$7093.39

Paramedic First Semester (P1)

- Courses: EMS 212, EMS 214, EMS 216, EMS 217
- Total Credit Hours: 12
- Tuition: \$4,668.00
- Fees: \$381.00
- Textbook: \$650.95 - \$867.95
- Total Cost: \$5,699.95 - \$5,916.95

Paramedic Second Semester (P2)

- Courses: EMS 240, EMS 242, EMS 244, EMS 245, EMS 247
- Total Credit Hours: 12
- Tuition: \$4,668.00
- Fees: \$381.00
- Manuals: \$130.00 (ACLS and PALS)
- Total Cost: \$5,179.00

Paramedic Third Semester (P3)

- Courses: EMS 295, EMS 297
- Total Credit Hours: 7
- Tuition: \$2,723.00
- Fees: \$281.00
- Assessment Package: \$120.75
- Total Cost: \$3,124.75

Total Program Cost: \$14,003.70 – \$14,220.70 \$21,097.09-\$21,314.09

Note: Costs do not include clinical uniforms or other miscellaneous fees. Clinical uniform requirements vary based on clinical site and may include navy blue scrubs or USA EMS Student polo with navy blue EMS pants, black shoes/boots, and a black belt. A stethoscope is also required.

c. Course Details and Costs at CCC

Advanced EMT (Only one semester)

- **Courses:** AEMT, AEMT Clinical
- **Total Credit Hours:** 9
- **Tuition:** \$1,143.00
- **Fees:** \$481.00
- **Textbook:** \$200.00
- **Total Cost:** \$1824.00

Paramedic First Semester

- **Courses:** Paramedic Cardiology, Paramedic Operations, Paramedic Pharmacology, Paramedic Clinical I
- **Total Credit Hours:** 8
- **Tuition:** \$1328.00
- **Fees:** \$95.50
- **Textbook:** \$325.00
- **Total Cost:** \$1962.50

Paramedic Second Semester

- **Courses:** Paramedic Medical Emergencies, Paramedic Trauma Management, Paramedic Special Populations, Paramedic Clinical II
- **Total Credit Hours:** 11
- **Tuition:** \$1826.00
- **Fees:** N/A
- **Textbook:** N/A
- **Total Cost:** \$1826.00

Paramedic Third Semester

- **Courses:** Paramedic Transition to Workforce, Advanced Competencies for Paramedics, Paramedic Field Preceptorship, Paramedic Team Leadership
- **Total Credit Hours:** 10
- **Tuition:** \$1826.00
- **Fees:** N/A
- **Textbook:** N/A
- **Total Cost:** \$1826.00

Total Program Cost: \$7296.50

(Note tuition cost are subject to change based on the school)

5. Additional Responsibilities

a. Health and Immunizations

1. Students must show proof of health insurance or sign a waiver.
2. Proof of required immunizations must be provided. MFRD Health and Safety Officer will assist in coordinating immunizations if needed by Firefighters.

b. Travel and Equipment

1. Students are responsible for travel expenses to and from clinical and field internship sites.
2. Purchase of required clinical equipment will be MFRD's responsibility.

c. Certification Maintenance

1. Students must maintain current Healthcare Provider (CPR) certification and Advanced EMT licensure throughout the program.

6. Compliance and Enforcement

All firefighters participating in this program are expected to adhere strictly to the outlined procedures and requirements. Non-compliance may result in financial reimbursement to the City and other disciplinary actions as deemed necessary by MFRD administration.

7. Recruit Initial Emergency Medical Technician (EMT) Training

The District Chief of Training will coordinate with University of South Alabama (USA) or Coastal Community College (CCC) to facilitate the training of new MFRD recruits that have not received EMT certification. The EMT course shall include such basic emergency medical training as required to meet the national standards, and it shall be delivered in-person.

a. Course Curriculum and Costs

i. Curriculum Standards

1. The EMT program follows the current Department of Transportation, National Highway Traffic Safety Administration, and 2021 National Emergency Medical Services Education Standards.

ii. Curriculum Cost

1. USA - \$2,000.00 / per student not to exceed twenty-five (25).
2. CCC - \$1,745.00 / per student not to exceed twenty-five (25).



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 25, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. 601 CASES WINCHESTER 9MM TRAINING AND DUTY AMMUNITION FOR MPD (AL STATE CONTRACT)
2. Precision Delta Corp

REVIEWERS:

Laurie Williams
Lana Pafenbach

Requestion Header		Fiscal Yr: 2026	RQ#: 00003552
		Type: Normal	RQ Date: 10/27/2025
Department Code	1530	POLICE ADMIN SERVICES	
RQ Description	WINCHESTER	9MM 124 GRAIN/RANGE	
Vendor	293984	PRECISION DELTA CORP	
Buyer ID	910520704	SAMANTHA COOLEY	
Needed By Date			
General Commodity			
Ship To Address	412	POLICE PISTOL RANGE	
Deliver To	412	POLICE PISTOL RANGE	
Shipping Method			
Bill To Address	100	ACCOUNTS PAYABLE	
Allocation Code	00000000		
Special Handling	None		
Current Status	Approved		
Total RQ Amount	\$40662.09		
General Notes			
Print:Y			

Line Item Details

AMMUNITION/WINCHESTER, 9MM LUGER, 124 GRAIN
FMJ, (TRAINING) (USA9MM)
500 RND S PER CASE

Department: 1530 1099 Box: Capital Asset:Y Needed By:
Quote 0 Bid 0
Work Order: Task: 0

Account	Description	%	Allocated Amt	Bud
10041542-47020	EQUIPMENT (LESS	100.000	40662.09	U

REQUISITION CONVERSION LIST

Requisition Header Fiscal Yr: 2026 RQ#: 00003553
 Type: Normal RQ Date: 10/27/2025
 Department Code 1530 POLICE ADMIN SERVICES
 RQ Description 9MM LUGER, 115 GRAIN, FMJ/USA9MMVP
 Vendor 293984 PRECISION DELTA CORP
 Buyer ID 910520704 SAMANTHA COOLEY
 Needed By Date
 General Commodity
 Ship To Address 412 POLICE PISTOL RANGE
 Deliver To 412 POLICE PISTOL RANGE
 Shipping Method
 Bill To Address 100 ACCOUNTS PAYABLE
 Allocation Code 00000000
 Special Handling None
 Current Status Approved
 Total RQ Amount \$40527.00

 General Notes
 Print:Y

AS PER AL STATE CONTRACT MA230000004088 AND QUOTE 206361

Line Item Details

Line 001 Commodity: 68004
 Qty: 150.00 UOM: CASE Unit Price: 270.18000

% Disc	Credit	Freight	Item Total
0.00	0.00	0.00	40527.00

AMMUNITION/WINCHESTER, 9MM LUGER, 115 GRAIN
 FMJ (TRAINING) NO RELOADS, 1000
 ROUNDS/CASE, NO SUBSTITUTE.
 ITEM USA9MMVP

Department: 1530 1099 Box: Capital Asset:Y Needed By:
 Quote 0 Bid 0
 Work Order: Task: 0

Allocation Details

Account	Description	%	Allocated Amt	Bud
10041542-47020	EQUIPMENT (LESS	100.000	40527.00	U

Requisition Header		Fiscal Yr: 2026	RQ#: 00003554
		Type: Normal	RQ Date: 10/27/2025
Department Code	1530	POLICE ADMIN SERVICES	
RQ Description	9MM LUGER, 147 GRAIN (RA9T)/RANGE		
Vendor	293984	PRECISION DELTA CORP	
Buyer ID	910520704	SAMANTHA COOLEY	
Needed By Date			
General Commodity			
Ship To Address	412	POLICE PISTOL RANGE	
Deliver To	412	POLICE PISTOL RANGE	
Shipping Method			
Bill To Address	100	ACCOUNTS PAYABLE	
Allocation Code	00000000		
Special Handling	None		
Current Status	Approved		
Total RQ Amount	\$27988.50		
General Notes			
Print:Y			

AS PER AL STATE CONTRACT MA230000004088 AND QUOTE 206361

Line 001	Commodity: 68004				
	Qty: 150.00	UOM: CASE	Unit Price:	186.59000	
	% Disc	Credit	Freight	Item Total	
	0.00	0.00	0.00	27988.50	

AMMUNITION/WINCHESTER, 9MM LUGER, 147
GRAIN, T-SERIES (DUTY) (RA9T)
500/CASE

Department: 1530 1099 Box: Capital Asset:Y Needed By:
Quote 0 Bid 0
Work Order: Task: 0

Account	Description	%	Allocated Amt	Bud
10041542-47020	EQUIPMENT (LESS	100.000	27988.50	U

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

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 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
3552, 3553, 3554	2026	1530	601 CASES WINCHESTER 9MM TRAINING AND DUTY AMMUNITION FOR MPD (AL STATE CONTRACT)	\$109,177.59	(293984) PRECISION DELTA CORP

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 25, 2025

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Authorize Contract with the Advisory Counsel for the South Alabama Home Building Academy, Inc. in the amount of \$100,000.00 for workforce development in Mobile County, Alabama. (sponsored by Mayor Cheriogotis) (submitted by Donna G. Bryars, Accounting Dept.)

Amount of Contract:

\$100,000.00

Funding Source

City's general fund operating account (formerly the unassigned fund balance)

ATTACHMENTS:

1. Resolution - South Alabama Home Building Academy
2. Confirmation of Available Funds

REVIEWERS:

Tiffany Levy
Donna Bryars
Cherlina Monteiro
James Barber

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Performance Contract with the Advisory Counsel for the South Alabama Home Building Academy, Inc. in the amount of \$100,000.00 for use in providing free trade skills training for workforce development in Mobile County, Alabama as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

Adopted:

City Clerk



November 20, 2025

Honorable Spiro Cheriogotis
Mayor
City of Mobile

Dear Mayor Cheriogotis:

I am writing to advise you that the Finance Department has reviewed the proposed performance contract with the Advisory Counsel for the South Alabama Home Building Academy, Inc., and confirmed the availability of funds for this contract in the amount of \$100,000.00. The funds will come from the City's general fund operating account (formerly the unassigned fund balance) and will be paid to the South Alabama Home Building Academy, Inc. for workforce development in Mobile County, Alabama.

Upon your approval to proceed, the Finance Department will ensure that all financial requirements related to the contract are properly administered.

Please let me know if you require any additional information or documentation.

Respectfully,

A handwritten signature in black ink, appearing to read 'Donna G. Bryars', with a long horizontal flourish extending to the right.

Donna G. Bryars
Interim Executive Director of Finance
City of Mobile



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 25, 2025

Submitted by:

Laurie Williams, Office Manager

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

COM Contract for Medical Gloves

Amount of Contract:

\$3,000,000.00

Funding Source

Various Departments

ATTACHMENTS:

1. 20251124 Gloves Agenda Package Bids

REVIEWERS:

Laurie Williams

James Barber

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 25 Nov 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
Spiro N. Cheriogotis
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 nitrile gloves.

PURPOSE & SCOPE OF PROJECT:

To approve proposed Bid award to Boundtree Medical LLC for nitrile gloves. Price good for one-year, renewable without further approval by Council for two additional one-year periods .
General Fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

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

FUNDING SOURCE:

Budget Item: _____

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: Upon approval

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

If not bid, state reason: Sealed Bid 6007

How many bidders received bid packages (if applicable): 16 +Internet

How many bidders submitted bids (if applicable): 13

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

Two lower priced bids did not meet specifications.

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

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

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
<u>6007</u>	Nitrile gloves	4	See bid tab	One year, renewable for two additional one-year periods.	<u>(25406) Bound Tree Medical LLC.</u>

Adopted:

City Clerk

BID TABULATION

CITY OF MOBILE
EQUIPMENT MEDICAL - GLOVES
VARIOUS

BID NO : 6007

ITEM NUMBER:

	17386		17387		17388		17389	
VENDOR	GLOVES MICROFLEX, LIFESTAR EC, NITRILE, EXTENDED CUFF, 100 GLOVES PER BOX, 10 BOXES PER CASE, SIZE: XL, PART #LSE-104-XL	NOTES	GLOVES MICROFLEX, LIFESTAR EC, NITRILE, EXTENDED CUFF, 100 GLOVES PER BOX, 10 BOXES PER CASE, SIZE: L, PART #LSE-104-L	NOTES2	GLOVES MICROFLEX, LIFESTAR EC, NITRILE, EXTENDED CUFF, 100 GLOVES PER BOX, 10 BOXES PER CASE, SIZE: MED, PART #LSE-104-M	NOTES3	GLOVES MICROFLEX, LIFESTAR EC, NITRILE, EXTENDED CUFF, 100 GLOVES PER BOX, 10 BOXES PER CASE, SIZE: SMALL, PART #LSE-104-S	NOTES4
BOUND TREE	\$175.00		\$175.00		\$175.00		\$175.00	
DIXIE EMS SUPPLY	\$222.00		\$222.00		\$222.00		\$222.00	
LIVEWELL MEDICAL SUPPLY	\$261.87		\$261.87		\$261.87		\$261.87	
MCKESSON MEDICAL	\$211.11		\$211.11		\$211.11		\$211.11	
MEDGLUV INC	\$89.00	NITRAGRIP/DISQUALIFIED NO SUBS ACCEPTED	\$89.00	NITRAGRIP/DISQUALIFIED NO SUBS ACCEPTED	\$89.00	NITRAGRIP/DISQUALIFIED NO SUBS ACCEPTED	\$89.00	NITRAGRIP/DISQUALIFIED NO SUBS ACCEPTED
MEDICAL SUPPLIES DEPOT	\$199.95		\$199.95		\$199.95		\$199.95	
PACIFIC STAR CORP	\$270.10		\$270.10		\$270.10		\$270.10	
RCS HEALTHCARE	\$46.75	KURAGUARD/DISQUALIFIED NO SUBS ACCEPTED	\$46.75	KURAGUARD/DISQUALIFIED NO SUBS ACCEPTED	\$46.75	KURAGUARD/DISQUALIFIED NO SUBS ACCEPTED	\$46.75	KURAGUARD/DISQUALIFIED NO SUBS ACCEPTED
MINIWINING USA	\$399.50		\$399.50		\$399.50		\$399.50	
RITZ	\$245.20		\$245.20		\$245.20		\$245.20	
SAFETY PRODUCTS, INC	\$265.28		\$265.28		\$265.28		\$265.28	
SUPREME MEDICAL	\$265.72		\$265.72		\$265.72		\$265.72	
UNIPAK CORP	\$199.00		\$199.00		\$199.00		\$199.00	

NO BID:
HENRY SCHEIN
LADD SUPPLY
SUNBELT FIRE

BID WINNER: BOUND TREE

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

**Purchasing Department
and Package Delivery:**

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

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: lw Buyer: 009

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/28/2025	6007	Various	To Be Specified

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

12:01 PM, Friday, November 14, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	EQUIPMENT MEDICAL-GLOVES					
Appx 1-200	GLOVES MICROFLEX, LIFESTAR EC, NITRILE, EXTENDED CUFF, 100 GLOVES PER BOX, 10 BOXES PER CASE, SIZE: XL, PART #LSE-104-XL, NO SUBS. Make _____ Case Price: _____					
Appx 1-200	GLOVES MICROFLEX, LIFESTAR EC, NITRILE, EXTENDED CUFF, 100 GLOVES PER BOX, 10 BOXES PER CASE, SIZE: L, PART #LSE-104-L, NO SUBS. Make _____ Case Price: _____					
Appx 1-200	GLOVES MICROFLEX, LIFESTAR EC, NITRILE, EXTENDED CUFF, 100 GLOVES PER BOX, 10 BOXES PER CASE, SIZE: MED, PART #LSE-104-M, NO SUBS. Make _____ Case Price: _____					
Appx 1-200	GLOVES MICROFLEX, LIFESTAR EC, NITRILE, EXTENDED CUFF, 100 GLOVES PER BOX, 10 BOXES PER CASE, SIZE: SMALL, PART #LSE-104-S, NO SUBS. Make _____ Case Price: _____					
QUANTITIES LISTED ARE APPROXIMATIONS.						
Page 1 of 3			TOTAL			

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

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

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

Page_____ of _____

Page 339 of 722

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 nor the E-Verify for certification to submit a bid, but will need to obtain the Business Licenseand 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. Pricing to be firm for a one (1) year period after award of bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended up to three (3) additional one (1) year 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. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Questions are not to be directed to a department. Any answers received not via purchasing @cityofmobile.org are not official and will not be honored. 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 completed order.



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

C#5598

PROJECT NAME: HARMON RECREATION CENTER - RE-ROOFING

CAPITAL PROJECT #: C0867 (20002000-48010)

CONTRACT AMOUNT: \$254,720.00 DATE OF
RECEIPT: 11/20/2025

ARCHITECTURAL ENGINEERING PROJECT #: PR-057-23

PROJECT DESCRIPTION: Re-roofing of Harmon Recreation
Center

VENDOR NAME: MID-WESTERN COMMERICAL ROOFERS,
INC

VENDOR NUMBER: 296248

DEPT #: 3032 DEPT NAME: ARCHITECTURAL
ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural

Construction (Unit Price)*

Performance-Contributed

Engineering

Construction**

Contractual

Testing Professional Services

ROW (Acquisitions)

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: 11/06/2025



AGENDA ITEM SUMMARY SHEET

Agenda of: November 25, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

Spiro Cheriogotis, INACTIVE

Samantha Ingram

Purpose and Scope of Project:

Re-roofing of Harmon Recreation Center

Amount of Contract:

\$254,720.00

Funding Source

C0867 HARMON REC CENTER RE-ROOFING (20002000-48010)

ATTACHMENTS:

1. CAP-00001 - MID-WESTERN COMMERCIAL ROOFERS INCConstructionCAP - 00001 - - Executed Contract

REVIEWERS:

Emma Dean

Carleen Stout

Brenda Rhodes

Cherlina Monteiro

James Barber

RESOLUTION

2025

Sponsored by:

Mayor Spiro N. Cheriogotis and Councilmember Samantha Ingram

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: MID-WESTERN COMMERCIAL ROOFERS, INC
Project Name: HARMON RECREATION CENTER - RE-ROOFING
Project Number: PR-057-23
Amount: \$254,720.00
Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: HARMON RECREATION CENTER - RE-ROOFING

CAPITAL PROJECT #: C0867 (20002000-48010)

CONTRACT AMOUNT: \$254,720.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-057-23

PROJECT DESCRIPTION: Re-roofing of Harmon Recreation Center

VENDOR NAME: MID-WESTERN COMMERCIAL ROOFERS, INC

VENDOR NUMBER: 296248

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: 11/06/2025



10.08.2025

09:30AM

Dear Council Members:

Attached to this memo is an agreement between the MID-WESTERN COMMERCIAL ROOFERS INC and the City of Mobile, for the project titled "Harmon Recreation Center - Re-Roofing" in the amount of \$254,720.00.

We look forward to continued communication on this important project. Please call me at 2512087812 or email me at roger.washington@cityofmobile.org or Shannon McIntyre at 251-208-7635 or email at with questions or concerns.

Respectfully,

Washington, Jr, Roger

Architectural Engineer

Architectural Engineering

2512087812

Information on this project is follows:

Commitment Type:	Construction
Department:	Architectural Engineering
Fiscal Year:	2023
District:	



Outlook

A25-0806 / Harmon Recreation Center Re-roofing

From Horsley, Bryan <bryan.horsley@cityofmobile.org>

Date Tue 10/7/2025 1:48 PM

To Dean, Emma <emma.dean@cityofmobile.org>

Cc Monteiro, Cherlina <cherlina@cityofmobile.org>

I am forwarding the Legal Department's review approval of this contract. I will now mark this legal request "Complete" on Monday.com.

On future bids, I'll make sure that we have our most recent contract template included in the bid. Thank you and just let me know if you have any questions.



Bryan K. Horsley

Assistant City Attorney, Civil Division

City of Mobile Legal Department

P. O. Box 1827

Mobile, AL 36633-1827

251-208-7718 - direct line

251-208-7322 - fax

bryan.horsley@cityofmobile.org

The information in this e-mail message is legally privileged and confidential information intended only for the use of the addressee(s) named above. If you, the reader of this message, are not the intended recipient, you are hereby notified that you should not further disseminate, distribute, or forward this e-mail message. If you have received this e-mail in error, please notify the sender as soon as possible by return e-mail message or by telephone at (251) 208-7416. In addition, please delete the erroneously received message from any device/media where the message is stored.



**MASTER AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER “AGREEMENT”)**

BETWEEN the City: **CITY OF MOBILE**
205 Government Street
P O Box 1827
Mobile, Alabama 36633

And the Contractor: **Mid-Western Commercial Roofers, Inc.**
7430 Hitt Road
Mobile, AL 36695

City Business License No.: 7160
Secretary of State No.: 000-883-680

For the following Project: **Harmon Recreation Center - Re-Roofing**
1611 Belfast Street
Mobile, Alabama 36605

Project Number: PR-057-23

The Architect: **Architectural Engineering Department**
P.O. Box 1827
Mobile, Alabama 36633-182702

Roof Asset Management, INC.
4950 Woodfield Drive
Millbrook, AL 36054



MASTER AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date on which the last party executes this Agreement (the “Effective Date”), by and between the CITY OF MOBILE acting by and through its Mayor and City Council (hereinafter referred to as the “City”), a municipal corporation organized and existing under the laws of Alabama and Mid-Western Commercial Roofers, Inc. (hereinafter referred to as “Contractor”), an Alabama corporation with its principal office at 7430 Hitt Road Mobile, AL 36695.

I. CONTRACT DOCUMENTS

The contract documents consist of this Agreement, including its Exhibits

Exhibit A: Scope Of Services

Exhibit B: Project Schedule

Exhibit C: Schedule of Values

Exhibit D: Office of Small Business Development Subcontracting and Major Supplier Plan

Exhibit E: Performance, Labor and Material Bonds

Exhibit F: Certificate of Liability Insurance [Required]

Exhibit G: E-Verify Documents [Required]

Exhibit H: Secretary of State

Exhibit I: Bidding And Contract Requirement Documents

attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, the City issued a bid package identification on; and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

I. CONTRACTOR'S SERVICE

- A. The Contractor agrees to diligently provide all materials, services and labor for the performance of Harmon Recreation Center - Re-Roofing (the "Project"), in accordance with the scope of services made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

II. TERM

- A. This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue through the completion of the Project, in accordance with **Exhibit B** Project Schedule attached hereto and incorporated herein.

III. COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

- A. The City shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Fifty Four Thousand Seven Hundred Twenty and 00/100 (\$254,720.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	<u>\$229,720.00</u>
Contingency Allowance:	<u>\$25,000.00</u>
Total Bid:	<u>\$254,720.00</u>
Alternate:	N/A
 Total Contract Sum:	 <u>\$254,720.00</u>

Unit Prices, if any:

Item:	Units and Limitations:	Price per Unit:
Unit Price #1: Remove and replace one (1) square foot of rusted or otherwise unsuitable galvanized metal deck (replace removed deck with 22-gauge galvanized metal deck). Include the	SF	\$6.00

removal and replacement of 1,500 square feet of metal deck In the Base Bid.		
Unit Price #2: Remove and replace one (1) board foot of rotten or otherwise unsuitable treated wood blocking. Include the removal and replacement of 50 board feet of wood blocking in the Base Bid.	SF	\$4.50
Unit Price #3: Remove and replace one (1) square foot of sodden or otherwise unsuitable 2-1/2" thick tectum decking (Roof Areas B, C, & D). Include the removal and replacement of 200 square feet of unsuitable tectum decking in the Base Bid.	SF	\$15.00
Unit Price #4: Remove and replace one (1) square foot of wet insulation and/or roofing components identified by the infrared moisture scan provided in the project specifications. Include 2,400 square feet of wet material replacement in the Base Bid.) (Roof Area A- 500 SF / Roof Area B – 500 SF / Roof Area C - 100 SF / Roof Area D - 1.300 SF)	SF	\$4.00

B. Alternates (if any included in the contract sum)

Item: N/A Price: N/A

C. Contingency Allowance

1. 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.

2. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
 3. All extra work under this section must be authorized by the City, in writing, prior to materials or undertaking work.
 4. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the City in the form of a Change Order.
- D.** The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed Two Hundred Fifty Four Thousand Seven Hundred Twenty and 00/100 (\$254,720.00) for the entire Project in accordance with Exhibit C Fee Schedule attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's Architectural Engineering Director.
- E.** Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.
- F.** The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

A. Progress Payments

1. Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the City shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
2. The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month. 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 City shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month.
3. 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 City not later than Forty (40) days after the Architect receives the Application for Payment.
4. Federal, state or local laws may require payment within a certain period of time.
5. 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.

6. 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.
7. General Conditions of the Contract for Construction (including City's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- a. The amount of each progress payment shall first include:
 - i. That portion of the Contract Sum properly allocable to completed Work;
 - ii. 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 City, suitably stored off the site at a location agreed upon in writing and insured as specified.
 - iii. 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.
- b. The amount of each progress payment shall then be reduced by:
 - i. The aggregate of any amounts previously paid by the City;
 - ii. The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment;
 - iii. 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;
 - iv. 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; and
 - v. Retainage withheld pursuant to Section IV(A)(8).
- c. 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.

8. Retainage

- a. For each progress payment made prior to Substantial Completion of the Work, the City may withhold the following amount, as retainage, from the payment otherwise due:
 - i. 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.

- ii. 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 IV(A)(8). The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

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.

9. If final completion of the Work is materially delayed through no fault of the Contractor, the City shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
10. Except with the City'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.

B. Final Payment

1. Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the City to the Contractor when
 - a. 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 City's then-current modifications which may be obtained from the City 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
 - b. a Certificate of Substantial Completion has been issued by the Architect/City and the project accepted.
2. The City'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:

- a. Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
 - i. Contractor's Release or Waiver of Liens
 - ii. Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- b. Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- c. Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
- d. Any additional close out requirements per the contract documents; and
- e. 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.)

3. 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 Mid-Western Commercial Roofers, Inc. has completed the contract for Harmon Recreation Center - Re-Roofing. 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.

C. Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

V. ADDITIONAL SERVICES

- A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.
- B. If the City's Architectural Engineering Director requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

- A.** To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).
- B.** This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTORS INSURANCE

- A.** 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.
- B.** Employee's Liability Insurance shall be provided for limits of liability not less than:
- | | |
|---------------------------|---------------------------|
| Bodily Injury by Accident | \$1,000,000 each accident |
| Bodily Injury by Disease | \$1,000,000 each employee |
| Bodily Injury by Disease | \$1,000,000 each policy |
- C.** United States Longshoreman's Harbor Worker's Act.
- D.** Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.
- E.** 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:
- | | |
|------------------|-------------------------|
| 1. Bodily Injury | \$1,000,000 each person |
|------------------|-------------------------|

- | | |
|--------------------------------------|-----------------------------------|
| | \$1,000,000 each occurrence |
| 2. Property Damage | \$1,000,000 each occurrence; or |
| 3. Bodily Injury and Property Damage | \$1,000,000 combined single limit |

F. Such comprehensive policy shall include the following:

1. All liability of the Contractor, for the Contractor's Direct Operations.
2. Subcontractor's Operations.
3. 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.
4. General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.
5. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability
6. Broad Form Property Damage Coverage, including Completed Operations.
7. Personal Injury Liability, with employee's exclusions removed.
8. Explosion and Collapse Hazard (if applicable):
9. Underground Hazard (if applicable):
10. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).
11. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.
12. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

G. The Contractor shall carry for himself and shall require that all Subcontractors and all Cities 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:

- | | |
|--------------------------------------|-----------------------------------|
| 1. Bodily Injury | \$1,000,000 each person |
| | \$1,000,000 each occurrence |
| 2. Property damage | \$1,000,000 each occurrence; or, |
| 3. Bodily Injury and Property damage | \$1,000,000 combined single limit |

H. Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage

- I. Builder's Risk Coverage (Property Insurance):** The Contractor shall carry for the City, 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.
1. 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, or until no person or entity other than the City has an insurable interest in the property, whichever is later. This insurance shall include interests of the City, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
 2. 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.
 3. 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.
 4. 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.
 5. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- J.** A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- K.** 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.

- L. 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.
- M. "In Rem" endorsement.
- N. Contractor shall procure and maintain insurance as specified in Exhibit D, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

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.

Certificates of insurance acceptable to the City shall be filed with the City 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 City. 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 City, 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 City 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.

- O. 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.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.
- B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.
- D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

- E.** The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- F.** The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- G.** The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. TIME FOR PERFORMANCE

- A.** Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than Ninety (90) calendar days and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the completion of services.

X. ENUMERATION OF DOCUMENTS

- A.** Standard Form of Agreement Between City and Contractor;
- B.** General Conditions of the Contract for Construction, including City's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.
- C.** Drawings
See Exhibit "I", List of Drawings and Specifications
- D.** Specifications
See Exhibit "I", List of Drawings and Specifications
- E.** Addenda, if any:

Number
Addendum 1

Date
August 22, 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.

F. Other Exhibits:
N/A

G. Other Documents:

1. BIDDING AND CONTRACT REQUIREMENTS

- | | |
|------------------|--|
| a. Section 00100 | Invitation to Bid |
| b. Section 00200 | Instructions to Bidders-AIA Document A701-2018 |
| c. Section 00300 | Supplementary Instructions to Bidders |
| d. Section 00400 | Bid Form
Accounting of Sales Tax Form C-3A
Office of Supplier Diversity Subcontracting and Major Supplier Plan |
| e. Section 00500 | Master Agreement Between City Of Mobile And Contractor For A Stipulated Sum |
| f. Section 00600 | Bonds, Certificates and Affidavits
Performance Bond
Labor and Material Payment Bond
E-Verify Documentation (Sample)
Application and Certificate for Payment-AIA Document G702 and G703 (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 |
| g. Section 00700 | General Conditions of the Contract for Construction-Documents A201 |

XI. LIQUIDATED DAMAGES

- A.** The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the

liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be \$250 per day. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance is delayed beyond the required date of Final Acceptance shall be (25% OF LIQUIDATED DAMAGES) per day.

XII. FORCE MAJEURE

- A.** The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XIII. OBLIGATIONS OF THE CITY

- A.** City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.
- B.** City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.
- C.** The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.
- D.** The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XIV. TERMINATION

- A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section XIV(A) above.
- D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- F. The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- G. After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

XV. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement
- E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.
- F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

XVI. CONTRACTOR WARRANTY

- A. 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
- B. 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.
- C. All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.
- D. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.

- E. Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.
- F. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XVII. SUSPENSION/STOP WORK ORDER

- A. The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions: 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section XIV(A).
- B. In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV(A). The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

XVIII. NOTICES

- A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the Architectural Engineering Director.
- B. Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:

City of Mobile
c/o Director, Architectural Engineering
As: City's Authorized Agent

CONTRACTOR:

Mid-Western Commercial Roofers, Inc.
c/o Daniel W. Smith, VP
Contractor's Authorized Agent

P.O Box 1827
Mobile, AL 36633-1827

7430 Hitt Road
Mobile, AL 36695

CITY OF MOBILE – LEGAL:

City of Mobile
Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

- C. Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

XIX. DEFAULT/ BREACH

- A. Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XX. EFFECT OF DEFAULT

- A.** Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XXI. WITHHOLDING PAYMENT DUE

- A.** Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

XXII. CURE PLAN

- A.** If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XXIII. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

- A.** Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

XXIV. PEER REVIEW/VALUE ENGINEERING

- A.** The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

XXV. ANTI-BOYCOTT

- A. Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XXVI. NON-DISCRIMINATION

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

XXVII. COMPLIANCE WITH IMMIGRATION LAW

- A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXVIII. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- D. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- F. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

- G.** The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- H.** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- I.** The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- J.** Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- K.** Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L.** In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.
- M.** Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- N.** Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- O.** Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- P.** Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- Q.** Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision

of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

- R. Attorney's Fees and Costs.** If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- S. Non-Waiver of Rights.** Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- T. Sovereign Immunity.** Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

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

CONTRACTOR

By: [Signature]

Daniel W. Smith, Vice President
Printed Name and Title

Date: 11.7.2025

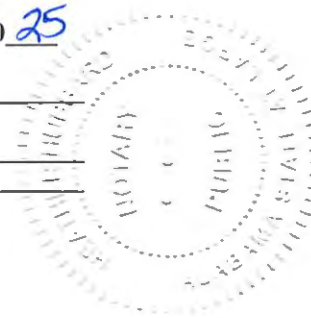
State of Al }
County of Mobile }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Daniel W. Smith whose name as Vice President of the Mid-Western Commercial Roofers, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this 7th day of November, 20 25

[Signature]
Notary Public
Print Hester Hubbard
My commission expires: 8.6.2029

(Seal)



CITY OF MOBILE

By: _____
Spiro N. Cheriogotis, Mayor

Date: _____

ATTEST:

City Clerk



HARMON RECREATION CENTER
RE-ROOFING

EXHIBIT A

The project shall include the replacement of the existing low sloped roof systems and associated flashing components throughout the Harmon Recreation Center.



MID-WESTERN

COMMERCIAL ROOFERS, INC.

7430 HITT ROAD | MOBILE, AL 36695
(251) 633-7004 | FAX (251) 633-7555

204 RESERVE DRIVE | CLINTON, MS 39060
(601) 925-1773 PH. & FAX | CELL (601) 260-0129

2235 IRVIN COBB DRIVE | PADUCAH, KY 42003
(270) 443-6295 | FAX (270) 442-5302

September 30, 2025

City of Mobile
205 Government St
Mobile, AL 36633

RE: Harmon Recreation Center Construction Schedule

Week 1- Mobilize, set up safety, start installing roof system in area coordinated with the owner.

Week 2- Continue installing roof system, edge flashing and installing detail work

Week 3-Finish edge flashing, detail work, install safety rails and clean up jobsite for departure.

Sincerely,
Marcus W. Dobert
Mid-Western Commercial Roofers, Inc.
Phone: (251) 633-7004
Fax: (251) 633-7555
Email: mdobert@midwesternroofers.com



Serving your needs as a full service roofer since 1973

WWW.MIDWESTERNROOFERS.COM

Page 376 of 722



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Small Business
Development for questions on
completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

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 SBE 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 SBEs certified through the Alabama Unified Certification Program.

If SBE 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 Small Business Development Manager when preparing this form. Please consult with the City Small Business Development Manager for a list of eligible SBEs. 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 mean 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 SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Small Business
Development for questions on
completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan

Section I. Information about your company

Company	Mid-Western Commercial Roofers, Inc.
Address	Type text here 7430 Hitt Road Mobile, AL 36695
Telephone	251-633-7004
E-Mail	mdobert@midwesternroofers.com

RFP/RFQ Solicitation Number	PR-057-023
Project Description	Harmon Recreation Center-Re-Roofing
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☒ Female ☐ Minority ☐ Non-minority ☒ SDVO ☐ Total number of Employees <u>16</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Daniel W. Smith

Signature:  Date: 9/2/2025

Title: Vice 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: Marcus Dobert Title: VP of Operations

Email: mdobert@midwesternroofers.com Phone: 251-633-7004



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Small Business
Development for questions on
completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Mid-Western Commercial Roofers, Inc. Your Bid/Proposal Amount \$ 254,720.00 Date: 9/2/2025
Description Roofing Name of Bidder/Proposer: Mid-Western Commercial Roofers, Inc.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope(s) of Work to be performed by the DBE, SDVOB	\$\$ Value of Proposed Contract with DBE	% of TOTAL Contract	DBE?	Official Verification Only
Amrize Building Enevelope, LLC	989-753-6486	PVC Roofing Material	\$116,700	45%	No	
A&M Portables	251-679-0933	Portable Toilets	\$450.00	.002%	Yes	
Circle J Roll-Offs	251-661-0001	Waste Removal	\$900.00	.004%	No	



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Mid-Western Commercial Roofers, Inc.

Contact Person: Marcus Dohert Phone: 251-633-7004 Email: mdohert@midwesternroofers.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ()	NO ()	Did you do these suggested areas for DBE recruitment and engagement
X		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		DBE/ALDOT DBE LIST(S): The bidder utilized the Office of Small Business Development list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
X		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	X	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

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

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

Section 2(B)

X There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further details as to why and attach the document to this form if there is an 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. It would be helpful if the city's DBE list had a category list to help search for the proper sub-contractor needed for a project. We use our own labor force for our projects and the manufacturer that are in the spec book are not DBE which consists of the majority of the cost for the project.

Exhibit E: Performance, Labor and Material Bonds

Bond No. 101281626

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, Mid-Western Commercial Roofers, Inc. 7430 Hitt Road Mobile, AL 36695, hereinafter called the Principal, and Merchants National Bonding, Inc., 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 Two Hundred Fifty Four Thousand Seven Hundred Twenty and 00/100 (\$254,720.00) 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 Harmon Recreation Center - Re-Roofing (PR-057-23) 1611 Belfast Street Mobile, Alabama 36605, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025.

CONTRACTOR AS PRINCIPAL

Company: Mid-Western Commercial Roofers, Inc.
(Corporate Seal)

SURETY

Company: Merchants National Bonding, Inc.
(Corporate Seal)

By: _____

(Signature)

Name and Title: Daniel Smith, Vice President

By: _____

(Signature)

Name and Title: Kelly A. Menard, 3000728633
Attorney in Fact

Non Resident Agent: _____

(Signature)

Name and Title: Kelly A. Menard, 3000728633

Company Name: Arthur J. Gallagher Risk Management Services, LLC

Address: 900 E. St. Mary Blvd., Ste. 112

Lafayette, LA 70503

Phone and Fax: 337-289-5000

Owner's Representative: Shannon McIntyre

Director, Architectural

Engineering

PO Box 1827

Mobile, AL 36633

251-208-7454

Performance Bond

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cory Williams; David P Daniel; Kelly A Menard; Linda B Carbo; Marian D Laughlin; R.E. Pool; Samoa A Prejean; William Terrance Gage Jr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

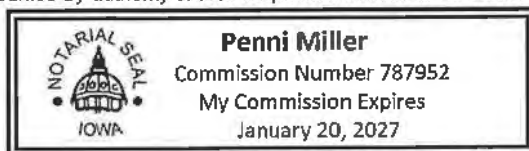
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2025.



Elisabeth Sandersfeld

Secretary

Bond No. 101281626
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, Mid-Western Commercial Roofers, Inc. 7430 Hitt Road Mobile, AL 36695, as Principal, and Merchants National Bonding, Inc., 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 Two Hundred Fifty Four Thousand Seven Hundred Twenty and 00/100 (\$254,720.00) 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 Harmon Recreation Center - Re-Roofing (PR-057-23) 1611 Belfast Street Mobile, Alabama 36605, 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 Kelly A. Menard **Attorney-In-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025

CONTRACTOR AS PRINCIPAL

Company: Mid-Western Commercial Roofers, Inc.
(Corporate Seal)

By: [Signature]

(Signature)

Name and Title:

Daniel Smith, Vice President

SURETY

Company: Merchants National Bonding, Inc.
(Corporate Seal)

By: [Signature]

(Signature)

Name and Title: Kelly A. Menard, 3000728633
Attorney in Fact

Non Resident Agent: [Signature]

(Signature)

Name and Title: Kelly A. Menard, 3000728633

Company Name: Arthur J. Gallagher Risk Management Services, LLC

Address: 900 E. St. Mary Blvd, Ste. 112

Lafayette, LA 70503

Phone and Fax: 337-289-5000

Owner's Representative: Shannon McIntyre

Director, Architectural

Engineering

PO Box 1827

Mobile, AL 36633

251-208-7454

Labor and Material Payment Bond

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cory Williams; David P Daniel; Kelly A Menard; Linda B Carbo; Marian D Laughlin; R.E. Pool; Samoa A Prejean; William Terrance Gage Jr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.
In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

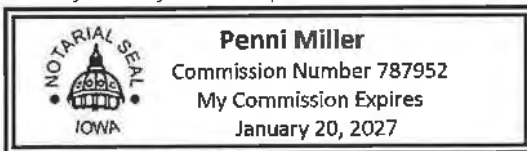
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

Penni Miller

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2025.



Elisabeth Sandersfeld

Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 900 E St. Mary Blvd Suite 112 Lafayette LA 70503		CONTACT NAME: Kari Sonnier PHONE (A/C, No, Ext): 337-289-5032 E-MAIL: kari_sonnier@ajg.com FAX (A/C, No): 337-235-7772	
INSURED Mid-Western Commercial Roofers, Inc. 7430 Hitt Road Mobile AL 36695		INSURER(S) AFFORDING COVERAGE	
MID-COM-06		INSURER A: Valley Forge Insurance Company	
		INSURER B: Continental Insurance Company	
		INSURER C: Transguard Insurance Company of America	
		INSURER D: American Zurich Insurance Company	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 241872389

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	7014771771	5/1/2025	5/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	7014771754	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	7014877377	5/1/2025	5/1/2026	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 Agg-Products-Complete \$3,000,000
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	714771768	5/1/2025	5/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Leased/Rented Equipment			IMP4000940 02	5/1/2025	5/1/2026	Limit \$350,000
D	Builders Risk			BR78242827	9/23/2025	6/23/2026	Builders Risk Limit \$254,720

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

Harmon Recreation Center - Re-Roofing - Project Number: PR-057-23

City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

General Liability Includes Contractor's Blanket Additional Insured Endorsement with Products Completed Operations Coverage. Contractors General Liability See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
P. O. Box 1827
Mobile AL 36633-1827
USA

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

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Mid-Western Commercial Roofers, Inc. 7430 Hitt Road Mobile AL 36695
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

Extension Endorsement (GLEE) includes Per Project Aggregate, Blanket Waiver of Subrogation, Primary and Non-Contributory, Wrap Up Extension, Incidental Healthcare Malpractice, Non-owned Watercraft Coverage (under 55 feet).

Worker Compensation includes Waiver of Subrogation.

Umbrella policy is over General Liability, Auto Liability, and Workers Compensation/Employers Liability policies. Umbrella Policy is Follow Form.

Policies include Primary and Non Contributory endorsement and 30 Days Notice of Cancellation.

**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** in the performance of your ongoing operations subject to such **written contract**; or
 - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II.** But if the **written contract** requires:
- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B.** additional insured coverage with "arising out of" language; or
 - C.** additional insured coverage to the greatest extent permissible by law;
- then paragraph **I.** above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
 - B.** a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A.** the rendering of, or the 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; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: MID-WESTERN COMMERCIAL ROOFERS INC.

Policy No: 7014771771

Endorsement No: 4

Effective Date: 05/01/2025



**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: MID-WESTERN COMMERCIAL ROOFERS INC.

Policy No: 7014771771

Endorsement No: 4

Effective Date: 05/01/2025

Commercial General Liability Coverage Part

- a. To join us as a party or otherwise bring us into a **suit** asking for **damages** from an **Insured**; or
- b. To sue us on this **Coverage Part** unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an **Insured**; but we will not be liable for **damages** that are not payable under the terms of this **Coverage Part** or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the **Insured** and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the **Insured** for a loss we cover under Coverages **A** or **B** of this **Coverage Part**, our obligations are limited as follows:

a. Primary Insurance

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

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **your work**;
- (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (iii) That is insurance purchased by you to cover your liability as a tenant for **property damage** to premises rented to you or temporarily occupied by you with permission of the owner; or
- (iv) If the loss arises out of the maintenance or use of aircraft, **autos** or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**.

(b) Any other primary insurance available to you covering liability for **damages** arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional **Insured**.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the **Insured** against any **suit** if any other insurer has a duty to defend the **Insured** against that **suit**. If no other insurer defends, we will undertake to do so, but we will be entitled to the **Insured's** rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-**Insured** amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this **Coverage Part**.

c. Method Of Sharing

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

Commercial General Liability Coverage Part

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

5. Premium Audit

- a. We will compute all premiums for this **Coverage Part** in accordance with our rules and rates.
- b. Premium shown in this **Coverage Part** as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the **First Named Insured**. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the **policy period** is greater than the earned premium, we will return the excess to the **First Named Insured**.
- c. The **First Named Insured** must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this **Coverage Part** to the **First Named Insured**, this insurance applies:

- a. As if each **Named Insured** were the only **Named Insured**; and
- b. Separately to each **Insured** against whom claim is made or **suit** is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the **Insured** has rights to recover all or part of any payment we have made under this **Coverage Part**, those rights are transferred to us. The **Insured** must do nothing after loss to impair them. At our request, the **Insured** will bring **suit** or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this **Coverage Part**, we will mail or deliver to the **First Named Insured** shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. **Auto** means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or



Contractors' General Liability Extension Endorsement

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 15; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: 7014771754

Policy Effective Date: 05/01/2025

Policy Page: 60 of 70



**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

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

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

Named Insured: MID-WESTERN COMMERCIAL ROOFERS INC.

Endorsement Effective Date: 05/01/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: 7014771754

Policy Effective Date: 05/01/2025

Policy Page: 36 of 70



Workers Compensation And Employers Liability Insurance Policy Endorsement

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 10; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: 714771768

Policy Effective Date: 05/01/2025

Policy Page: 82 of 133



Company ID Number: 2152954

Approved by:

Employer Mid-Western Commercial Roofers, Inc.	
Name (Please Type or Print) Heather Hubbard	Title
Signature Electronically Signed	Date 05/18/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/18/2023



Company ID Number: 2152954

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Mid-Western Commercial Roofers, Inc.
Company Facility Address	7430 HITT RD MOBILE, AL 36695
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	610936572
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Exhibit H: Secretary of State

Alabama Secretary of State



Mid-Western Commercial Roofers, Inc.	
Entity ID Number	000-883-680
Entity Type	Foreign Corporation
Principal Address	2235 IRVIN COBB DRIVE PADUCAH, KY 42001
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Kentucky
Formation Date	
Qualify Date	05/05/1983
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	Not Provided
Nature of Business	---
Capital Authorized	
Capital Paid In	
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 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	08/08/1983
Registered Agent Changed From	THE CORPORATION COMPANY ONE COURT SQUARE MONTGOMERY, AL 36103
Transaction Date	03/08/2010
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DRIVE STE 204 MONTGOMERY, AL 36109
Scanned Documents	
Purchase Document Copies	

Mid-Western Commercial Roofers, Inc.	
Document Date / Type / Pages	05/05/1983 Certificate of Formation 2 pgs.
Document Date / Type / Pages	08/08/1983 Registered Agent Change 1 pg.
Document Date / Type / Pages	03/08/2010 Registered Agent Change 1 pg.

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PROJECT MANUAL
FOR
HARMON RECREATION CENTER
(RE-ROOFING)
1611 Belfast Street
Mobile, Alabama 36605

Project # PR-057-23

August 11, 2025

City of Mobile
Architectural Engineering Department
205 Government Plaza
P.O. Box 1827
Mobile, Alabama 36633-1827

In Association With
Roof Asset Management, Inc.

Bid Date: September 3, 2025

Set Number: _____

INDEX TO DOCUMENTS

SECTION	DOCUMENT NAME
DIVISION 0	BIDDING AND CONTRACT REQUIREMENTS
Section 001000	Invitation to Bid
Section 002000	Instructions to Bidders – AIA Documents A701
Section 003000	Supplementary Instructions to Bidders
Section 004100	Bid Form Sales Tax Form C-3A Special Project Conditions Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 005000	Standard form of Agreement Between Owner and Contractor – AIA Documents A101 (with Owner's modifications)
Section 006000	Bonds, Certificates and Affidavits Performance Bond (Owner's modified form) Labor and Material Payment Bond (Owner's modified form) Application and Certificate for Payment – AIA Document G702 and AIA Document 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, W-9 Form, and City of Mobile Vendor Information Form E-Verify Documentation (Sample)
Section 007000	General Conditions of the Contract for Construction – AIA Documents A201 (with Owner's modifications)
DIVISION 1	GENERAL REQUIREMENTS
Section 010100	Summary of Work
Section 012100	Allowances
Section 012200	Unit Prices
Section 013100	Project Management & Co-Ordination
Section 013200	Construction Progress Documentation
Section 013300	Submittal Procedures
Section 016350	Substitution Procedures
Section 017000	Execution Requirements
Section 017100	Close out Procedures
Section 017310	Cutting and Patching
Section 017839	Project Record Documents
DIVISIONS 2 – 4	(NOT APPLICABLE)

DIVISION 5 METALS

Section 055133	Metal Ladders Scope of Work
Section 055133	Metal Ladders Specification

DIVISION 6 WOOD AND PLASTIC

Section 061000	Rough Carpentry
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DIVISION 7 THERMAL AND MOISTURE PROTECTION

Section 071900	Water Repellents Scope of Work
Section 071900	Water Repellents Specification
Section 075419	Polyvinyl-Chloride (PVC) Roofing Scope of Work
Section 075419	Polyvinyl-Chloride (PVC) Roofing Specification
Section 076200	Flashing and Sheet Metal
Section 077233	Roof Hatches Scope of Work
Section 077233	Roof Hatches Specification
Section 079200	Joint Sealants

DIVISION 8 (NOT APPLICABLE)

DIVISION 9 FINISHES

Section 099000	Elastomeric Acrylic Coating Scope of Work
Section 099000	Elastomeric Acrylic Coating Specification
Section 099100	Painting

DIVISIONS 10 - 21 (NOT APPLICABLE)

DIVISION 22 PLUMBING

Section 022000	Plumbing Scope of Work
Section 022000	Plumbing Specification

SECTION 00200 INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

- A. This section includes the INSTRUCTIONS TO BIDDERS, AIA Document A701-1997 to be utilized with the Owner's most recent modifications and which shall be used in conjunction with the entire Bid Documents and Section 00300 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS for this project.

SECTION 00100
INVITATION TO BID

You are invited to submit a sealed bid for construction of the following facility:

PROJECT NAME: Harmon Recreation Center (Re-roofing)
PROJECT LOCATION: 1611 Belfast Street, Mobile, Alabama 36605
PROJECT NUMBER: PR-057-23

1 BID DATE:

- A. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 3rd day of September 2025. Bidders shall insert sealed Bids into a receptacle, marked "City of Mobile Bids", located in the elevator lobby outside the office of the City Clerk Office, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602.
- B. All Bids not clocked in at the City Clerk's Office prior to the time specified, or Bids received after the specified time, will be automatically rejected and returned immediately, unopened.
- C. Bids will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza.

2 SPECIFICATIONS AND DRAWINGS:

- A. Specifications and Drawings are on file and may be examined and obtained from the following location: <https://www.cityofmobile.org/bids/>
- B. Bidders shall use complete sets of Bid Documents in preparing their bid. Neither the Owner nor Architect/Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- C. **Addenda will be issued via e-mail to all Pre-Bid Conference attendees.**
- D. **This is a tax exempt project and shall be certified by the requirements of the Alabama Department of Revenue. Bidders shall NOT include sales and use taxes with their bid amounts. Bidders shall complete the Sales Tax Form C-3A and include it as an attachment to their Bid Form (see Section 00400).**
- E. Product Substitutions must be pre-approved before the bid (see Section 01400 for requirements).

3 BID SURETY: Required on Bids \$10,000.00 or more

- A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than \$10,000.00 is required to accompany Bid.
- B. Bid Bond must be issued by a Surety licensed to do business in the State of Alabama. Bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

- C. No Bid may be modified, withdrawn, or canceled for a period of sixty (60) days after the time designated above for receipt of bids.
- D. The City of Mobile will have sixty (60) days from the bid opening date to award contract.

4 SURETY QUALIFICATIONS:

- A. A Surety authorized to do business in the State of Alabama must issue Bonds.
- B. If the Base Bid is \$50,000 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

5 IRREGULARITIES AND REJECTION:

- A. The City of Mobile reserves the right to waive irregularities in the Bid and in Bidding, and to reject any or all Bids.

6 BIDDER QUALIFICATIONS:

- A. Bids for Work costing \$50,000 or more must be licensed pursuant to current Alabama law and of classifications compliant with the State of Alabama Licensing Board for General Contractors. Note that if the contract amount is \$10,000 or greater, both a Performance Bond and a Labor and Material Payment Bond shall be required. **Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board for General Contractors to verify classification is acceptable to perform 51% of the Scope of Work.**
- B. In case of a joint venture of two or more Contractors, the amount for the bid shall be within the maximum bid limitations as set by the State of Alabama Licensing Board for General Contractors of at least one of the partners to the joint venture.

7 NON-RESIDENT CONTRACTORS:

- A. Except for contracts funded in whole or part with funds received from a federal agency, preference shall be given to resident Contractors on the same basis as the nonresident Contractor's state awards contracts to Alabama Contractors bidding in similar circumstances.
- B. Nonresident Bidders shall, prior to submitting a bid, be registered with the Alabama Secretary of State and the Alabama Department of Revenue. Provide the Secretary of State Business "Entity ID Number" on the Bid Form in the space provided.

8 PRE-BID CONFERENCE:

- A. A mandatory Pre-Bid Conference shall be held on August 19, 2025, **at the Harmon Recreation Center, 1611 Belfast Street, Mobile, Alabama 36605**, at 10:00 AM local time. The conference will include a walkthrough of the site location. Bidders are required to participate in the Pre-Bid Conference, visit the site prior to submitting a Bid and include all costs associated with the project in their Bids.
- B. Minutes of this conference will be made as an Addendum for the project.

9 BID SUBMITTAL:

- A. Bids must be submitted on copies of the Bid Forms furnished in the bidding documents.

- B. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting and Major Supplier Plan and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words "**SEALED BID FOR HARMON RECREATION CENTER (RE-ROOFING) - PROJECT NUMBER: PR-057-23**".
- C. The Bid envelope shall be clearly addressed to the Owner as indicated on the Bid Form and include the bid date, the name, address and State License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors.
- D. All Bids of \$50,000 or more must include the bidder's State of Alabama General Contractor's License information written on the outside of the bid envelope. Any bid submitted without such license information may be rejected and returned to the bidder unopened.
- E. In addition, in large letters on both front and back of envelope, write the following: **DO NOT OPEN UNTIL TWO-THIRTY PM, SEPTEMBER 3, 2025.**
- F. For a bid to be valid it shall be delivered at designated location prior to time and date for receipt of Bids indicated in INVITATION TO BID, or prior to any extension thereof issued to Bidders. After that time no Bid will be received or withdrawn.
- G. When sent by mail, preferably delivery, express service, or registered mail, the sealed Bid, marked as indicated above, shall be enclosed in another envelope for mailing such that the exterior mailing container or envelope may be opened without revealing the contents of the Bid. It is the Contractors responsibility to assure delivery of the bid to the City Clerk's Office prior the time and date established.

10 EQUAL OPPORTUNITY:

- A. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.
- B. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids, and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.
- C. Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.
- D. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.
- E. A Directory of DBE Vendors can be found at the following location:
<https://workwith.cityofmobile.org/>

11 ADDITIONAL BIDDING PROCEDURES:

- A. Refer to the complete information in the Bid Documents prior to submitting a bid. Additional Bidding Procedure information is contained therein, particularly in the specification Section 00200 "Instructions to Bidders - AIA Document A701" and in the specification Section 00300 "Supplementary Instructions to Bidders".

12 STATE OF ALABAMA IMMIGRATION ACT

"The State of Alabama, under the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code Section 31-13-1, et. Seq., requires:

- A. That the Contractor shall be enrolled in the E-Verify Program, shall participate in that Program during the performance of the contract, and shall verify the immigration status of every employee who is required to be verified, according to the applicable federal rules and regulations; and
- B. That it will attach to the contract the company's documentation of enrollment in E-Verify.
- C. The subcontractor must also enroll in the E-Verify Program prior to performing any work on the contract and shall attach to its sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify Program.

13 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

- A. By signing this contract, 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.

END OF SECTION 00100

DRAFT AIA® Document A701™ – 2018

Instructions to Bidders

for the following Project:

(Name, location, and detailed description)

«Harmon Recreation Center – Re-Roofing »
«1611 Belfast Street »
«Mobile, AL 36605 »
«Project Number: PR-057-23 »

THE OWNER:

(Name, legal status, address, and other information)

«City of Mobile »« »
«PO Box 1827 »
«Mobile, Alabama 36633-1827 »
« »

THE ENGINEER:

(Name, legal status, address, and other information)

«RAM (Roof Asset Management, Inc.)»
«4950 Woodfield Drive »
«Millbrook, AL 36054 »

TABLE OF ARTICLES

- 1 DEFINITIONS
- 2 BIDDER'S REPRESENTATIONS
- 3 BIDDING DOCUMENTS
- 4 BIDDING PROCEDURES
- 5 CONSIDERATION OF BIDS
- 6 POST-BID INFORMATION
- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
- 9 NONDISCRIMINATION
- 10 USE OF DOMESTIC PRODUCTS
- 11 PREFERENCE TO RESIDENT CONTRACTORS
- 12 PRE-BID REQUIREMENTS
- 13 POST-BID REQUIREMENTS

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.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™-2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents. A Bidder must be licensed by the State Licensing Board for General Contractors if the amount for the Contract exceeds the amount established by said Board.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work. A Sub-bidder performing Work must be licensed by the State Licensing Board for General Contractors if the Sub-bidders' contract amount exceeds that established by said Board.

1.10 A non-resident Bidder or Sub-bidder is one who

- a. Is neither organized nor existing under the laws of the State of Alabama
- b. nor maintains its principal place of business in the State of Alabama.

A non-resident contractor who has maintained a permanent branch office within the State of Alabama for at least five (5) continuous years shall not thereafter be deemed to be a non-resident contractor so long as such contractor continues to maintain a branch office within Alabama.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

§ 2.2 The Bidder is licensed by the State Licensing Board for General Contractors and the amount Bid does not exceed the Bid Limit stipulated in the Bidder's License and by the City of Mobile.

§ 2.3 Each and every Contractor belonging to or comprising a part of any entity that is bidding as a joint venture or association involving two or more contractors is licensed by the State Licensing Board for General Contractors and that the amount Bid does not exceed the Bid limit stipulated in at least one of their licenses.

§ 2.4 Any non-resident Bidder is authorized by the Secretary of State of Alabama and is registered with Alabama Department of Revenue to transact business in Alabama.

§ 2.5 Joint Ventures or Associations of Contractors, whether the same are Bidders or Subcontractors of Bidders, will remain in existence until all insurance and warranty requirements for the Project have been fulfilled.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least five (5) calendar days prior to the date for receipt of Bids.

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.2.4 The Contract Drawings and Specifications are intended to cooperate and agree, but should conflicts or difference be found to exist between the requirements within either and clarification has not been obtained in accordance with the above procedure prior to Bidding, then the most costly and/or restrictive interpretation by the decision of the Architectural Engineering Department Director will be final.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least fifteen (15) calendar days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.3.6 See Division One Section "Substitution Procedures", if included in Specification.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than two (2) days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents. No bid will be considered unless made out and submitted on a copy of the Bid Form, Section 00410. Additional Bid Forms will be furnished to prospective Bidders upon request.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

Unit Prices: Supply requested Unit Prices where shown on the Bid Form. Such Unit Prices shall be used to adjust the Contract Amount where the quantities shown on the Drawings and/or Specifications do not reflect amounts required for completion of the work. Where Completion of the Work requires quantities in excess of those shown on the drawings and specifications, unit prices shall be used to compute an extra payment to the Contractor. Where completion of work required quantities less than those on the Drawings and/or specifications, unit prices shall be used to compute a credit to the Owner.

Contingency Allowance: As shown on the Bid Form, Contractor shall add the amount of the contingency allowance to the Base Bid to derive the Total Bid. The 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. The contingency allowance shall be used to fund unforeseen conditions not covered in the construction documents and shall be subject to the provisions of change orders. Upon the completion of work any unused portion of the contingency allowance shall be credited to the Owner by change order.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security if so required in the Bidding Documents:
(Insert the form and amount of bid security.)

«The Bidder shall provide a Bid Security in the form of a cashier's check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond. Bid Security is required for bids exceeding \$10,000.00. Bid Security shall be in the amount of 5% of the TOTAL BID, but in no event more than \$10,000.00.»

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected.

§ 4.2.5 Bonds must be issued by a Surety authorized to do business in the State of Alabama. A Performance Bond and a Labor and Material Payment Bond are required for projects exceeding \$10,000.00. If the project cost is \$50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

«Submission of Bid shall be as stated in Section 00100, Invitation to Bid, Paragraph 9, titled "Bid Submittal".»

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted and will be returned unopened.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 The Owner shall accept Alternates in the order listed on the Bid Form to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, within three (3) calendar days or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
- .4 The name of the Project Superintendent and Project Manager together with the resume of qualifications of each;
- .5 Nonresident Contractor shall submit a letter from an attorney as required by Subparagraph 11.1.2 below and;
- .6 Engineering Firm or Testing Laboratory for testing as specified.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

§ 6.3.5 The Contractor shall, within ten (10) calendar days of receiving Contract Forms for signature, furnish to the Owner the following items, along with the signed contract, or the Bid Security will be forfeited automatically without further delay:

- .1 A Signed Construction Contract;
- .2 Performance Bond and Labor and Material Payment Bond (originals) on all Bids over \$10,000.00;
- .3 Certificate of Insurance and copy of Builder's Risk Policy (original), as identified in the specifications;
- .4 Schedule of Values; and
- .5 Federal Immigration Law Compliance: E-Verify enrollment documentation.

§ 6.3.6 The Bid Check or Bond of the three (3) lowest Bidders will not be returned until after the Construction Contract is executed.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

§ 7.1.4 A Surety authorized to do business in the State of Alabama shall issue Performance Bond and Labor and Material Payment Bond, as required by the Contract Documents. If the project cost is \$50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc.

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than ten (10) calendar days from receiving the Construction Contract forms for signature.

§ 7.2.2 The bonds shall be written on City's Performance Bond and Labor and Material Payment Bond forms.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

§ 8.1.1 AIA Document A101, Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a stipulated sum will be edited electronically and include the standard signatures as required by the City of Mobile.

ARTICLE 9 NONDISCRIMINATION

§9.1.1 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities. Contractor shall provide a completed copy of the City of Mobile Subcontracting and Major Supplier Plan with the Bid Form, for bids of \$250,000.00 or greater.

ARTICLE 10 USE OF DOMESTIC PRODUCTS

§ 10.1.1 Section 39-3-1 Code of Alabama provides that the Contractor agrees, in the execution of this contract, to use material supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this agreement by the Contractor shall result in the assessment of liquidated damages in an amount not less than \$500 nor more than 20 percent of the gross amount of the contract price.

§ 10.1.2 Section 39-3-4, Code of Alabama provides that the Contractor for a municipal construction project, financed by the State of Alabama or any political subdivision thereof, is required to use steel produced within the United States. If the Contractor violates the requirement to use domestic steel, this contract will automatically be revoked and the contractor shall not be entitled to any set-off or recoupment for labor or materials used up to the time of revocation.

ARTICLE 11 PREFERENCE TO RESIDENT CONTRACTORS

§ 11.1.1 Except for contracts funded in whole or in part with funds received from a federal agency, preference shall be given to Alabama resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the contracts only on the same basis as a the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances. In the letting of public contracts in which any state, county or municipal funds are utilized, resident contractors in Alabama, be they corporations, 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.

§ 11.1.2 A successful nonresident bidder shall include in his post bid submittals a written opinion of an attorney at law licensed to practice law in such nonresident 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.

ARTICLE 12 PRE-BID REQUIREMENTS

§ 12.1 STATE OF ALABAMA CONTRACTORS LICENSE

§ 12.1.1 If the Project total bid amount is \$50,000 or more, a license issued by the State of Alabama Licensing Board for General Contractors is required prior to submitting a bid and the licensed classification and bid limits must cover the type of work in this project. See Invitation to Bid, Section 6 "Bidder Qualifications".

§ 12.2 A NONRESIDENT BIDDER

§ 12.2.1 Every bidder shall be registered with the Department of Revenue and with the Alabama Secretary of the State prior to bidding. The Secretary of State's "Business Entity ID" registration number shall be included on the bid form.

ARTICLE 13 POST-BID REQUIREMENTS

§ 13.1 CITY CONTRACTOR'S LICENSE

13.1.1 A City of Mobile Contractors License is required and must be current before the Contractor signs the Contract. Contractor must qualify and post \$10,000.00 Surety Bond with the Land Use/Code Administration Department before a Contractors License will be issued by the Revenue Department. Information on the City Contractors License may be obtained by writing or calling:

Land Use/Code Administration
P. O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251.208.7421

Revenue Department
P. O. Box 1827
Mobile, Alabama 36633-1827
251.208.7461

13.2 E-VERIFY DOCUMENTATION

§ 13.2.1 The Contractor agrees that it shall comply with all of the requirements of the State of Alabama Immigration Law (Act. No. 2011-535 as amended by Act. No. 2012-491, Alabama Code (1975) Section 31-13-1, et. Seq., See Section 31-13-9), and the provisions of said Law, including all penalties for violation thereof, are incorporated therein.

13.3 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

§ 13.3 The Contractor represents and agrees that it is not currently engaged in, nor will 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.



SECTION 00300
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

THE ATTENTION OF ALL BIDDERS IS CALLED TO THE FOLLOWING INSTRUCTIONS AND CONDITIONS:

I. BIDDING DOCUMENTS:

- A. Bidders may obtain complete sets of Bid Documents and Specifications (Project Manual) from the Department of Architectural Engineering as listed in the Invitation to Bid.
- B. Bidders shall use the complete set of documents in preparing their bid. The City of Mobile assumes no responsibility for errors or misinterpretations resulting from use of an incomplete set of documents.

Bidders shall use the complete set of documents in preparing their bid. Neither the City of Mobile nor the Engineer (Architect) assume responsibility for errors or misinterpretations resulting from use of an incomplete set of documents.

2. INTERPRETATION OF BID DOCUMENTS:

- A. Bidders shall carefully study and compare the Bidding Documents and compare various components of the Bidding Documents with each other, shall examine the site and local conditions and shall at once report to the Project Manager any errors, inconsistencies or ambiguities discovered.
- B. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Project Manager by 3:00 PM at least five (5) calendar days prior to the date for receipt of Bids. E-mail requests are required and should be addressed to David Lee at dlee@roof-asset.com and Roger Washington at roger.washington@cityofmobile.org. Interpretations, corrections and changes to the Bidding Documents will be made by a formal, written Addendum. Interpretations, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely on them.
- C. Any discrepancy not resolved prior to Bidding shall be bid by the Contractor to provide for the most costly and/or restrictive interpretation of the documents.

3. BIDDING PROCEDURES:

- A. No Bid will be considered unless made out and submitted on a copy of the Bid Form as set forth by the Bid Documents.
- B. All blanks on the Bid Form shall be legibly executed in a non-erasable medium.
- C. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
- D. Interlineations, alterations and erasures must be initialed by the signer of the Bid.

- E. All requested Alternates, Unit Prices and Allowances shall be bid as indicated on the Bid Form and the Bid Documents.
- F. Addenda shall be considered as a part of the Bid Documents and those issued prior to the opening of Bids shall be acknowledged on the Bid Form and any adjustment in cost shall be included in the Contract Sum.

4. BID SECURITY:

- A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than \$10,000.00, must accompany bid. By submitting a Bid Security, the Bidder pledges to enter into a Contract with the City of Mobile on the terms stated in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds or insurance or any other required document, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- B. Bid Bond shall be valid for a minimum of sixty (60) days from the date of the Bid. The Owner reserves the right to retain the security of all Bidders until the successful Bidder enters into the Contract or until (60) days after Bid opening, whichever is sooner.
- C. Bonds must be issued by a Surety licensed to do business in the State of Alabama. If the project cost is more than \$50,000.00 the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.
- D. Power of Attorney is required for all Bonds.
- E. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment of retainage being made to the Contractor.

5. EXAMINATION OF DOCUMENTS AND SITE WORK:

- A. Before submitting a Bid, Bidders should carefully examine the Bid Documents, visit the site of the Work, including attendance at the MANDATORY Pre-Bid conference, fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the Contract and necessary to perform the Work. The submission of a Bid will be considered as conclusive evidence that the Bidder has made such examination.

6. SUBMISSION OF BIDS:

- A. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting & Major Supplier Plan and other supporting data specified, shall be contained in a

sealed, opaque envelope, approximately 9 x 12 inches or larger and be marked on the outside with the words " SEALED BID FOR HARMON RECREATION CENTER – RE-ROOFING - PROJECT NUMBER: PR-057-23", the Bid Date, and Contractor's name, address, and City of Mobile Business License number. And, if bidding in an amount \$50,000 or greater, the State of Alabama General Contractor's License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors shall be written on the envelope.

- B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date specified in the Invitation to Bid, or as modified by Addendum, will not be considered. Late Bids will be returned to the Bidder unopened.
- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- D. Oral, telephonic, facsimile or other electronically transmitted bids will not be considered.

7. MODIFICATION OR WITHDRAWAL OF BIDS:

- A. A Bid may not be modified, withdrawn, or canceled by the Bidder for a period of sixty (60) days following the time and date designated for receipt of bids, and each Bidder so agrees in submitting a Bid.

8. CONSIDERATION AND AWARD OF BIDS:

- A. At the discretion of the City, the properly identified Bids received on time will be publicly opened and will be read aloud.
- B. The City shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid security or a Bid which is in any way incomplete or irregular is subject to rejection.
- C. It is the intent of the City to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The City shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the City's judgment, is in the City's best interest.
- D. The award shall be based on the lowest Total Bid for the Base Bid and any allowances, plus any alternates and/or options that may be accepted, as listed on the Bid Form.

9. PROOF OF COMPETENCY OF BIDDER:

- A. Bidders may be required to furnish evidence satisfactory to the City of Mobile that they have sufficient means and experience in the types of work called for to assure the completion of the Contract in a satisfactory manner.

10. SIGNING OF CONTRACT:

- A. The Standard Agreement between the City of Mobile and the Contractor, included herein, shall serve as the Agreement between the City and the Contractor.
- B. The Bidder to whom the Contract is awarded shall, within ten (10) calendar days of receiving the Contract Forms, properly execute and deliver to the Owner, the following items with the signed Agreement:
 - (1). Performance Bond and Labor and Material Payment Bond (originals);
 - (2). Certificate of Insurance (original) with endorsements to City of Mobile;
 - (3). Evidence of enrollment in the E-Verify program.
 - (4). Other documentation as required by the Contract Documents.
- C. Failure or refusal to sign the Agreement or to provide Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Bidder to immediate forfeiture of Bid Security.
- D. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractor's name shall be EXACTLY the same.

11. NONDISCRIMINATION:

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

12. AMERICANS WITH DISABILITIES ACT (ADA):

- A. Bidders shall comply with the provisions of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against individuals with disabilities.

13. USE OF DOMESTIC PRODUCTS:

- A. Section 39-3-1, Alabama Code, 1975, provides that the Contractor agree, in the execution of this Contract, to use materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this Agreement by the Contractor shall result in the assessment of liquidated damages in an amount not less than \$500.00 nor more than twenty (20) percent of gross amount of the Contract Price.

14. NON-RESIDENT (OUT OF STATE) CONTRACTORS:

- A. Preference to Resident Contractors: Section 39-3-5, Code of Alabama, 1975, provides that a non-resident (out of State) bidder domiciled in a state which grants a preference to local Contractors is to be awarded a public contract on the same basis as the non-resident bidder's state awards contracts to Alabama bidders. Alabama bidders are given a preference to the same extent that a non-resident bidder receives a preference in his home state. A non-resident bidder must include with any written bid documents a written opinion of an attorney licensed to practice in the non-resident bidder's state declaring what preferences, if any, exists in the non-resident's state.
- B. Certificate of Authority: All non-resident (out of State) bidders shall be registered with the Alabama Secretary of State and the Alabama Department of Revenue prior to submitting a Bid. Provide the Secretary of State Business "Entity ID Number" on the Bid Form in the space provided.

15. ALABAMA IMMIGRATION ACT:

- A. The State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491), requires that Contractors not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. In addition, Contractors are required to enroll in the federal E-Verify program and submit verification of enrollment to the City of Mobile within ten (10) days of receiving the contract forms (see Section 00600).

16. CITY OF MOBILE BUSINESS LICENSE:

- A. A City of Mobile Business License is required and must be current at time of contract award and throughout contract period.

17. CITY OF MOBILE CONTRACTOR'S BUSINESS LICENSE:

- A. A City of Mobile Contractor's Business License is required and must be current when contractor signs the contract and throughout contract period.
- B. Contractor must qualify and post a \$10,000 surety bond with the Land Use/Code Administration Department before a Contractor's Business License will be issued by the Revenue Department. Information on the City Contractor's License may be obtained by writing or calling:

Land Use/Code Administration
P.O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251-208-7421

Revenue Department
P.O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251-208-7461

18. CITY OF MOBILE BUILDING PERMIT:

- A. A City of Mobile Building Permit/Electrical Permit/Plumbing Permit/HVAC Permit/Whatever Permit is required and shall be obtained from the Land Use/Code Administration Department, but at no cost to the Contractor.

- B. Contractor is responsible for ensuring that all inspections are successfully performed in accordance with City of Mobile regulations.

19. CONSTRUCTION SCHEDULE AND ACCESS:

- A. The project shall be completed within ninety (90) calendar days from the date indicated by the Notice to Proceed.
- B. Harmon Recreation Center will remain in use throughout the Construction period, the Contractor is directed to coordinate all areas of work and scheduling of work with the Owner. Within five days of the bid opening, the Apparent Low Bidder shall meet with the Owner to discuss Owner scheduling and priorities. Apparent Low Bidder shall then provide a proposed schedule within 5 calendar days of the initial meeting for Owner review and approval.
- C. Contractor shall have access to the recreation center as approved by the Owner, but typically **Monday through Sunday (7 days each week) from dawn to dusk**. Contractor is directed to coordinate all areas of work and scheduling with the Owner. Materials for construction shall be delivered to the rooftop from the south end of the building, using lifts, cranes, or some other method of the Contractor's choosing. Workers may access the roof from an exterior stair at this location, leading to a Mechanical Room in which a roof scuttle can be found.
- D. The Contractor may be allowed additional construction days due to inclement conditions ("rain days") only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. The Contractor shall provide documentation and formally request any "rain days" they feel are legitimately due. Documentation shall be submitted to the Project Manager, in writing, within ten (10) calendar days of the rain event. Claim shall include documentation of trades adversely impacted and the impacted activities of each trade.

20. SITE CONSIDERATIONS:

- A. It is the Contractor's responsibility to carefully remove and store any items not permanently installed within the work areas. We strongly recommend that the Contractor photograph, videotape or in some manner document any features to be removed and their condition, prior to removal.
- B. Noise and strong smells shall be isolated or kept to a minimum when adjacent portions of the site are occupied.
- C. Contractor shall be responsible to leave the work area and adjacent site clear of equipment and debris, etc. at the end of each work day. All final cleaning is the responsibility of the Contractor and shall be executed prior to acceptance for reuse of any portion of the site.

- D. Contractor's employees may park along the curb on Ghent or Antwerp Streets, or in the parking lot on Antwerp Street. The Contractor's employees may not use toilet facilities within the recreation center, but must provide temporary sanitary facilities during construction. A dumpster and lay down area for Contractor materials and staging may be located at the site and located per the direction of the Owner. The Contractor is responsible for the removal of the dumpster, any storage containers and any security fencing, temporary erosion control (BMPs), etc. as soon as practical after their use by the Contractor or the work is complete.

21. SALES AND USE TAX EXEMPTION:

- A. As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a "Certificate of Exemption from Sales and Use Tax for Governmental Entities" on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax exempt status of their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.
- B. The full text of ACT 2013-205 is available on the State of Alabama Building Commission web-site at www.bc.alabama.gov.

22. SUBMISSION OF LIEN WAIVERS AND DBE COMPLIANCE, UTILIZATION REPORTS:

- A. At each monthly Application for Payment submitted to the owner, the Contractor shall provide completed "City of Mobile DBE Compliance, Utilization Reports" and lien waivers, including those from Subcontractors and material suppliers.

23. NOTICE OF COMPLETION:

- A. For Contracts \$50,000 or greater:
Contractor shall provide proof of publication of Advertisement of Completion for four consecutive weeks in a local newspaper, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. This Advertisement shall not begin until the Project has been accepted by the City of Mobile.
- B. Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA

COUNTY OF MOBILE

NOTICE OF COMPLETION

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (COMPANY NAME) has completed the contract Harmon Recreation Center – Re-Roofing – PR-057-23, Mobile, Alabama 36605. 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.

- C. Advertisement shall not begin until the Project has been accepted by the City of Mobile as Substantially Complete.

24. CONTRACTOR WARRANTY AND CERTIFICATION:

- A. Upon completion of the contract, the Contractor shall certify under oath that all bills have been paid in full.
- B. Contractor shall provide a two-year Labor and Materials Warranty on company letterhead in addition to other warranties required by the Bid Documents.

25. LIQUIDATED DAMAGES

- A. A time charge equal to Two Hundred Fifty 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 closeout documents are not acceptably submitted, for more than thirty (30) calendar days after the time specified for the Substantial Completion for 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.

END OF SECTION

Harmon Recreation Center (Re-roofing)
Mobile, AL 36605
PR-057-23

SECTION 00400

BID FORM

Copies of the following Bid Forms 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

REF: PROJECT NO.: PR-057-23
PROJECT NAME: Harmon Recreation Center (Re-roofing)
PROJECT LOCATION: 1611 Belfast Street
Mobile, Alabama, 36605

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department and RAM (Roof Asset Management, Inc.) dated August 11, 2025; and all Addendum (a) Number(s) _____, dated _____, 2025 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering 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, hereby

COMPANY NAME: _____

ADDRESS: _____ **PHONE** _____

ALABAMA GENERAL CONTRACTOR LICENSE NO. _____

CITY OF MOBILE BUSINESS LICENSE NO. _____

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO. _____

SECRETARY OF STATE OF ALABAMA ACCOUNT NO. _____

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) ☐ A Corporation ☐ A Partnership ☐ An Individual Doing Business

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for sixty (60) calendar days from the date of the Notice to Proceed.

Base Bid: \$.00

Contingency Allowance: + \$ 25,000.00

Total Base Bid: \$.00

(Fill in here and in Total Bid below)

TOTAL BASE BID: _____

_____ Dollars, (\$.00)
(Amount in Words) (Amount in Figures)

(Note: Show amounts in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

UNIT PRICES: (Unit prices provided will be used to add or deduct to / from the contract based on replacement amounts.)

- **Unit Price #1:** (Deteriorated Wood Blocking) – The contractor shall replace existing deteriorated wood blocking materials with new wood blocking. New wood blocking shall consist of No. 2 pressure treated timbers of equal size and thickness to match the deteriorated materials and installed in lengths of no more than 10'. **(The contractor shall include 500 board feet of deteriorated wood blocking replacement in the Base Bid.)**

\$ _____ BF

- **Unit Price #2:** (Deteriorated Steel Decking) – The contractor shall replace existing deteriorated steel decking with new steel decking. New decking shall consist of 22 gauge steel to match the profile of the deteriorated materials. All new steel decking shall be attached per industry standards and local codes. **(The contractor shall include 1,500 square feet of deteriorated steel decking replacement in the Base Bid.)**

\$ _____ SF

- **Unit Price #3:** (Wet Material Replacement) – The contractor shall replace all existing wet insulation and/or roofing components identified by the infrared moisture scan performed by the Owner's Roof Consultant prior to the beginning of any work. All wet roofing components shall be replaced with new insulation to match the existing roof thickness, slopes, etc. **(The contractor shall include 2,400 square feet of wet material replacement in the Base Bid.) (Roof Area A – 500 SF / Roof Area B – 500 SF / Roof Area C – 100 SF / Roof Area D – 1,300 SF)**

\$ _____ SF

- **Unit Price #4:** (Deteriorated Tectum Decking) – The contractor shall replace existing deteriorated Tectum decking with new Tectum decking. New decking shall match the size and thickness of the deteriorated materials. All new Tectum decking shall be replaced in complete sections and attached per industry standards and local codes. **(The contractor shall include 500 square feet of deteriorated Tectum decking replacement in the Base Bid.)**

\$ _____ SF

CONTINGENCY ALLOWANCE: \$10,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than \$10,000, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

AMERICANS WITH DISABILITIES ACT (ADA): The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

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

SIGNATURE: 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 and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME: _____
(Printed or Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: _____
(Printed or Typed)

TITLE _____ **DATE** _____, 2025
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____, 2025

Harmon Recreation Center (Re-roofing)
Mobile, AL 36605
PR-057-23

Notary Public

- Attachments:
1. Bid Security, with Power of Attorney
 2. Secretary of State Authorization (Out of state bidders only)
 3. Sales Tax Form C-3A
 4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

**ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A**

To: City of Mobile

Date: _____

Name of Project: Harmon Recreation Center (Re-roofing)
Project Number: PR-057-23

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

BASE BID:

\$ _____

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 _____

Mailing Address _____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title _____

Telephone Number _____



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Small Business
Development for questions on
completing this form.
Via email: Archtrique.kidd@cityofmobile.org
251.208.7967

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 SBE 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 SBEs certified through the Alabama Unified Certification Program.

If SBE 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 Small Business Development Manager when preparing this form.

Please consult with the City Small Business Development Manager for a list of eligible SBEs. 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 mean 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 SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Small Business
Development for questions on
completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

Section I. Information about your company

FORM 1: Background and Plan

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male ☐ Female ☐ Minority ☐ Non-minority ☐ SDVO ☐
Total number of Employees	

Subcontractor/Major Supplier Plan submitted by:

Printed Name:

Signature: Date:

Title:

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: Title:

Email: Phone:



Subcontracting and Major Supplier Plan

Please Print Company _____ Your Bid/Proposal Amount \$ _____ Date: _____

Description _____ Name of Bidder/Proposer: _____

[illegible]



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

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.
		DBE/ALDOT DBE LIST(S): The bidder utilized the Office of Small Business Development 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 SMALL BUSINESS DEVELOPMENT

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 details as to why and attach the document to this form if there is an 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. _____

SECTION 00500
MASTER AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR

PART 1 GENERAL

- A. This section includes the MASTER AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR FOR A STIPULATED SUM, wherein the basis of payment is a Stipulated Sum; the document has been electronically modified to meet the Owner's requirements and shall be used for the Project.

DRAFT



**MASTER AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER “AGREEMENT”)**

BETWEEN the City: **CITY OF MOBILE**
205 Government Street
P O Box 1827
Mobile, Alabama 36633

And the Contractor: **(Contractor’s Name)**
(Address)
(City, State) (Zip Code)

City Business License No.: _____

For the following Project: **Harmon Recreation Center – Re-Roofing**
1611 Belfast Street
Mobile, Alabama 36605

Project Number: **PR-057-23**

The Architect: **Architectural Engineering Department**
P.O. Box 1827
Mobile, Alabama 36633-182702

RAM (Roof Asset Management, Inc.)
4950 Woodfield Drive
Millbrook, AL 36054



MASTER AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date on which the last party executes this Agreement (the “Effective Date”), by and between the CITY OF MOBILE acting by and through its Mayor and City Council (hereinafter referred to as the “City”), a municipal corporation organized and existing under the laws of Alabama and _____ (Company full name) (hereinafter referred to as “Contractor”), an Alabama corporation with its principal office at _____ (company address).

I. CONTRACT DOCUMENTS

The contract documents consist of this Agreement, including its Exhibits _____ [List Insurance Requirements, Project Schedule, Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and all **EXHIBITS**], attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

[if applicable] WHEREAS, the City issued _____ [Insert RFQ, RFP or bid package identification] on _____ [insert date]; and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

I. CONTRACTOR’S SERVICE

- A. The Contractor agrees to diligently provide all materials, services and labor for the performance of Harmon Recreation Center – Re-Roofing, Project No. PR-057-23 (the “Project”), in accordance with the scope of services made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

II. TERM

- A. This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue through the completion of the Project, in accordance with **Exhibit B** Project Schedule attached hereto and incorporated herein.

III. COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

- A. The City shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be _____ and 00/100 (\$ _____), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	\$ _____
Contingency Allowance:	\$ <u>25,000.00</u>
Total Bid:	\$ _____
Alternate: (if none available put N/A)	\$ <u>N/A</u>
Total Contract Sum:	\$ _____

- B. Alternates (if any included in the contract sum)

Item: _____ Price: _____

- C. Contingency Allowance

1. 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.
2. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
3. All extra work under this section must be authorized by the City, in writing, prior to materials or undertaking work.
4. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the City in the form of a Change Order.

- D. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed \$ _____ [Insert Contract Amount] for the entire Project in accordance with Exhibit C Fee Schedule attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's Architectural Engineering Director.

- E. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is

guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

- F. The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

A. Progress Payments

1. Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the City shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
2. The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month. 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 City shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month.
3. 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 City not later than Forty (40) days after the Architect receives the Application for Payment.
4. Federal, state or local laws may require payment within a certain period of time.
5. 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.
6. 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.
7. General Conditions of the Contract for Construction (including City's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - a. The amount of each progress payment shall first include:
 - i. That portion of the Contract Sum properly allocable to completed Work;
 - ii. 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 City, suitably stored off the site at a location agreed upon in writing and insured as specified.

- iii. 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.
 - b. The amount of each progress payment shall then be reduced by:
 - i. The aggregate of any amounts previously paid by the City;
 - ii. The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment;
 - iii. 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;
 - iv. 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; and
 - v. Retainage withheld pursuant to Section IV(A)(8).
 - c. 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.
- 8. Retainage
 - a. For each progress payment made prior to Substantial Completion of the Work, the City may withhold the following amount, as retainage, from the payment otherwise due:
 - i. 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.
 - ii. 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 IV(A)(8). The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

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.
- 9. If final completion of the Work is materially delayed through no fault of the Contractor, the City shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
- 10. Except with the City'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.

B. Final Payment

1. Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the City to the Contractor when
 - a. 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 City's then-current modifications which may be obtained from the City 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
 - b. a Certificate of Substantial Completion has been issued by the Architect/City and the project accepted.
2. The City'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:

- a. Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
 - i. Contractor's Release or Waiver of Liens
 - ii. Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- b. Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- c. Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
- d. Any additional close out requirements per the contract documents; and
- e. 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.)

3. The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE

Page 6 of 24

REV.04/01/2025

NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that _____ [contractor name] has completed the contract for Harmon Recreation Center – Re-Roofing, 1611 Belfast Street, Mobile, AL 36605, Project Number: PR-057-23 [contract number, contract name, contract address]. 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.

- C. Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

V. ADDITIONAL SERVICES

- A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.
- B. If the City's Architectural Engineering Director requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

- A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part

by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

- B.** This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTORS INSURANCE

- A.** 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.

- B.** Employee's Liability Insurance shall be provided for limits of liability not less than:

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

- C.** United States Longshoreman's Harbor Worker's Act.

- D.** Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

- E.** 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:

- | | |
|---|-----------------------------------|
| 1. Bodily Injury | \$1,000,000 each person |
| | \$1,000,000 each occurrence |
| 2. Property Damage | \$1,000,000 each occurrence; or |
| 3. Bodily Injury and
Property Damage | \$1,000,000 combined single limit |

- F.** Such comprehensive policy shall include the following:

1. All liability of the Contractor, for the Contractor's Direct Operations.
2. Subcontractor's Operations.
3. 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.
4. General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.
5. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability
6. Broad Form Property Damage Coverage, including Completed Operations.
7. Personal Injury Liability, with employee's exclusions removed.

8. Explosion and Collapse Hazard (if applicable):
9. Underground Hazard (if applicable):
10. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).
11. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.
12. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

G. The Contractor shall carry for himself and shall require that all Subcontractors and all Cities 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:

- | | |
|---|--|
| 1. Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| 2. Property damage | \$1,000,000 each occurrence; or, |
| 3. Bodily Injury and
Property damage | \$1,000,000 combined single limit |

H. Umbrella/Excess Liability: \$2,000,000 combined single limit
each occurrence for bodily injury and/or
property damage

I. Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the City, 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.

1. 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, or until no person or entity other than the City has an insurable interest in the property, whichever is later. This insurance shall include interests of the City, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

2. 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.
 3. 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.
 4. 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.
 5. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- J.** A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- K.** 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.
- L.** 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.
- M.** “In Rem” endorsement.
- N.** Contractor shall procure and maintain insurance as specified in Exhibit D, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

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.

Certificates of insurance acceptable to the City shall be filed with the City 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 City. 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 City, 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 City 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.

O. 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.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.
- B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.
- D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.
- E. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- F. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- G. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. TIME FOR PERFORMANCE

- A.** Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than [insert] calendar days and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the completion of services.

X. ENUMERATION OF DOCUMENTS

- A.** Standard Form of Agreement Between City and Contractor;
- B.** General Conditions of the Contract for Construction, including City's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

C. Drawings

Number	Title	Date
_____	_____	_____

D. Specifications

Section	Title	Date
_____	_____	_____

E. Addenda, if any:

Number	Date
_____	_____

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.

F. Other Exhibits:

[insert exhibit list]

G. Other Documents:

1. BIDDING AND CONTRACT REQUIREMENTS

- a. Section 00100 Invitation to Bid
- b. Section 00200 Instructions to Bidders-AIA Document A701-2018
- c. Section 00300 Supplementary Instructions to Bidders
- d. Section 00400 Bid Form
Accounting of Sales Tax Form C-3A
Office of Supplier Diversity Subcontracting and Major Supplier Plan
- e. Section 00500 Master Agreement Between City Of Mobile And Contractor For A Stipulated Sum
- f. Section 00600 Bonds, Certificates and Affidavits
Performance Bond
Labor and Material Payment Bond
E-Verify Documentation (Sample)
Application and Certificate for Payment-AIA Document G702 and G703 (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
- g. Section 00700 General Conditions of the Contract for Construction-Document A201

XI. LIQUIDATED DAMAGES

- A.** The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the

required date of Substantial Completion shall be \$ [insert] per day. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance is delayed beyond the required date of Final Acceptance shall be (25% OF LIQUIDATED DAMAGES) per day.

XII. FORCE MAJEURE

- A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XIII. OBLIGATIONS OF THE CITY

- A. City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.
- B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.
- C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.
- D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XIV. TERMINATION

- A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section XIV(A) above.

- D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- F. The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- G. After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

XV. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement
- E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

- F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

XVI. CONTRACTOR WARRANTY

- A. Contractor shall provide a minimum two (2) 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
- B. 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.
- C. All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.
- D. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.
- E. Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.
- F. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XVII. SUSPENSION/STOP WORK ORDER

- A. The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions: 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section XIV(A).
- B. In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV(A). The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

XVIII. NOTICES

- A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the Architectural Engineering Director.
- B. Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:

City of Mobile
c/o Director, Architectural Engineering
As: City's Authorized Agent
P.O Box 1827
Mobile, AL 36633-1827

CONTRACTOR:

_____ [insert]
c/o _____
Contractor's Authorized Agent
_____ [Insert Address]

CITY OF MOBILE – LEGAL:

City of Mobile
Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

- C. Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

XIX. DEFAULT/ BREACH

- A. Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XX. EFFECT OF DEFAULT

- A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XXI. WITHHOLDING PAYMENT DUE

- A. Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

XXII. CURE PLAN

- A. If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XXIII. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

- A. Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

XXIV. PEER REVIEW/VALUE ENGINEERING

- A. The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

XXV. ANTI-BOYCOTT

- A. Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XXVI. NON-DISCRIMINATION

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

XXVII. COMPLIANCE WITH IMMIGRATION LAW

- A.** By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXVIII. MISCELLANEOUS

- A.** This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B.** The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- C.** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- D.** Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- E.** The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- F.** If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- G.** The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- H.** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- I.** The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- J.** Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- K.** Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L.** In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.
- M.** Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- N.** Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- O.** Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- P.** Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- Q.** Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- R.** Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- S.** Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- T.** Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

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

CONTRACTOR

By: _____

Printed Name and Title

Date: _____

State of _____ }
County of _____ }

I, the undersigned Notary Public, in and for said county and state, hereby certify that _____ [Individual's Name] whose name as _____ [Title] of the _____ [LLC or Corporation's Name], a (LLC or corporation), is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this ____ day of _____, 20____

Notary Public
Print _____
My commission expires: _____

(Seal)

CITY OF MOBILE

By: _____

William S. Stimpson, Mayor

Date: _____

ATTEST:

City Clerk

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, _____, hereinafter called the Principal, and _____, 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 _____ and no/100 Dollars (\$_____.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 City of Mobile, Harmon Recreation Center – Re-Roofing (PR-0057-23), 1611 Belfast Street, Mobile, Alabama 36605, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2025.

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

SURETY

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

Resident Agent: _____
(Signature)

Name and Title: _____

Company Name: _____

Address: _____

Phone and Fax: _____

Owner's Representative: Cassie Boatwright, Director
AE Department
PO Box 1827
Mobile, AL 36633
251-208-7454

Performance Bond

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, _____, as Principal, and _____, 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 _____ and no/100 (\$_____.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Oblige, dated the ____ day of _____, 2025, (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete City of Mobile, Harmon Recreation Center – Re-Roofing (PR-057-23), 1611 Belfast Street, Mobile, Alabama 36605, 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 _____ **Attorney-In-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

SURETY

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

Resident Agent: _____
(Signature)

Name and Title: _____
Company Name: _____
Address: _____
Phone and Fax: _____

Owner's Representative: Cassie Boatwright, Director
AE Department
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond

EXHIBIT A: SCOPE OF SERVICES

EXHIBIT B: PROJECT SCHEDULE

EXHIBIT C: FEE SCHEDULE

EXHIBIT D: CITY INSURANCE [REQUIRED]

EXHIBIT E: E-VERIFY DOCUMENTS [IF APPLICABLE]

EXHIBIT F: BIDDING AND CONTRACT REQUIREMENT DOCUMENTS

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, _____, hereinafter called the Principal, and _____, 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 _____ and no/100 Dollars (\$_____.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 City of Mobile, Harmon Recreation Center – Re-Roofing (PR-0057-23), 1611 Belfast Street, Mobile, Alabama 36605, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2025.

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

SURETY

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

Resident Agent: _____
(Signature)

Name and Title: _____

Company Name: _____

Address: _____

Phone and Fax: _____

Owner's Representative: Cassie Boatwright, Director
AE Department
PO Box 1827
Mobile, AL 36633
251-208-7454

Performance Bond

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, _____, as Principal, and _____, 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 _____ and no/100 (\$_____.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Oblige, dated the ____ day of _____, 2025, (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete City of Mobile, Harmon Recreation Center – Re-Roofing (PR-057-23), 1611 Belfast Street, Mobile, Alabama 36605, 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 _____ **Attorney-In-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

SURETY

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

Resident Agent: _____
(Signature)

Name and Title: _____
Company Name: _____
Address: _____
Phone and Fax: _____

Owner's Representative: Cassie Boatwright, Director
AE Department
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond

Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	
Signature	Date
Department of Homeland Security, Division	
Name (Please Type or Print)	Title
Signature	Date

SAMPLE

Company ID Number:

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Number	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

TO OWNER City of Mobile PROJECT:

P. O. Box 1827

Mobile, AL 36633-1827

APPLICATION NO:

Distribution to:

OWNER

ARCHITECT

CONTRACTOR

PERIOD TO:

FROM CONTRACTOR: VIA ARCHITECT:

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$
2. Net change by Change Orders \$
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$

5. RETAINAGE:
a. % of Completed Work (Column D + E on G703) \$
b. % of Stored Material (Column F on G703) \$
Total Retainage (Lines 5a + 5b or Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$
8. CURRENT PAYMENT DUE \$
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G703

PAGE OF PAGES

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org

or
P.O. Box 1948
Mobile, AL 36633

DBE Compliance
DBE UTILIZATION REPORT

CONTRACTOR:		Certified DBE:		YES	NO	Contract Start Date:	
DESCRIPTION:				Estimated Completion Date:			
This report is for the month of:		JAN FEB MARCH	APR MAY JUNE	JULY AUG SEPT	OCT NOV DEC	FINAL _____	
Original Contract Amount		Total Amount of Contract Changes (change orders or amendments)		Final Contract Amount (include contract changes)		Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
\$		\$		\$		\$	
Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.							
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)		
		\$	\$	\$			
		\$	\$	\$			
		\$	\$	\$			
		\$	\$	\$			
TOTALS		\$	\$	\$			

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY
CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ (Title) _____ (Date)



AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*

OWNER: *(name and address)*

City of Mobile
P.O. Box 1827
Mobile, Alabama 36633

CONTRACT INFORMATION:

Contract For:
Date:

ARCHITECT: *(name and address)*

CERTIFICATE INFORMATION:

Certificate Number:
Date:

CONTRACTOR: *(name and address)*

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

Substantial Completion <Project Full Name>

ARCHITECT *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within thirty (30) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected:

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

Per the Contract Documents, the Contractor shall be responsible for damages to the Work and providing all Insurance required under the AIA A101-Agreement Between Owner and the Contractor for a Stipulated Sum, Article 8.5.1, until Final Payment. The Contractor shall also be responsible for labor and materials as required to provide repairs to the work for one calendar year following the substantial completion date. The Owner shall be responsible for general security and utilities at the facility.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

City of Mobile
Architectural Engineering

Carleen Stout, Deputy Director

OWNER *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

**AIA**[®]**Document G706™ – 1994****Contractor's Affidavit of Payment of Debts and Claims**PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐ARCHITECT: ☐CONTRACTOR: ☐SURETY: ☐OTHER: ☐TO OWNER: *(Name and address)*

CONTRACT FOR: General Construction

CONTRACT DATED:

STATE OF:

COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied 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 Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No**CONTRACTOR:** *(Name and address)*

BY:

*(Signature of authorized representative)**(Printed name and title)*

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

 AIA[®] Document G706A[™] – 1994**Contractor's Affidavit of Release of Liens**

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: ☐
	CONTRACT FOR: General	ARCHITECT: ☐
	Construction	CONTRACTOR: ☐
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED:	SURETY: ☐
		OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



AIA[®] Document G707[™] – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

CONTRACT FOR: General Construction

ARCHITECT: ☐

TO OWNER: *(Name and address)*

CONTRACT DATED:

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
Surety of any of its obligations to
(Insert name and address of Owner)

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:
(Seal):

(Printed name and title)

CITY OF MOBILE, AL
VENDOR INFORMATION FORM

Company Information:

1. City Vendor Number:

2. Name of Company:

3. Company D.B.A. Name, if any:

4. Mailing Address:

5. Remittance Address:

6. Telephone:

7. Fax

8. Main Email:

Primary Contact:

9. Contact Name and Title:

10. Contact Phone:

11. Contact Fax:

12. Contact Email:

Alternate Contact (if applicable):

13. Alt. Contact Name and Title:

14. Alt. Contact Phone:

15. Alt. Contact Fax:

16. Alt. Contact Email:

City of Mobile Business License Information:

17. City of Mobile Business License No. (if required):

Please attach additional sheets if necessary.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	
☐ Exempt payee	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

SECTION 00700

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION,
AIA DOCUMENT A201 - 2007

PART 1 GENERAL

This section includes the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, AIA Document A-201, that is to be used for this Project. The document has been electronically modified to meet the City of Mobile's requirements and shall be used for the project.

SECTION 01010
SUMMARY OF THE WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Summary of Work: Contract, contractor use of premises.
- B. Contract Considerations: Contingency allowance, schedule of values, applications for payment, change procedures, alternates.
- C. Coordination and Meetings: Coordination, field engineering, cutting and patching, meetings, progress meetings, examination, preparation.
- D. Submittals: Submittal procedures, construction progress schedules, proposed products list, shop drawings, product data, samples, manufacturers' installation instructions, manufacturers' certificates.
- E. Quality Control: Quality assurance - control of installation, Tolerances, References, Mock-ups, Manufacturers' field services and reports.
- F. Construction Facilities and Temporary Controls: Electricity, temporary lighting for construction purposes, heat, temporary ventilation, telephone service, water service, temporary sanitary facilities, barriers and fencing, exterior enclosures, protection of installed work, security, access roads, parking, progress cleaning and waste removal, project identification, field offices and sheds, removal of utilities, facilities, and controls.
- G. Material and Equipment: Products, transportation, handling, storage, and protection, products options, substitutions.
- H. Contract Closeout: Contract closeout procedures, final cleaning, adjusting, project record documents, operation and maintenance data, spare parts and maintenance materials, warranties.

1.2 CONTRACT

A. EXISTING ROOF CONSTRUCTION:

GYMNASIUM (ROOF AREA "A" – APPROX. 11,165 SQ. FT.)

- Steel purlins with a 1/12 slope from center to edges
- 8" batt insulation
- 2-1/2" galvanized metal deck (gauge unknown)
- 1" perlite insulation (confirm thickness)
- Modified bitumen roof membrane

SCOPE OF THE WORK (GYMNASIUM ROOF) – ROOF RECOVER:

Recover the roof system across the entire upper roof. This work will include the

following activities:

- a) Remove and dispose of the 4" cant on the wall adjacent to ROOF AREA "B".
- b) Remove the existing roof membrane and 1" insulation (confirm thickness) from the areas identified as wet in Roof Asset Management's 01/11/23 Infrared Scan (EXHIBIT 1); inspect for moisture damage beyond the limits shown on the Infrared Scan. Carefully document the total square footage off insulation to be replaced in order to determine the final quantities required, for reconciliation of Unit Prices upon completion of the project (see SECTION 01220: UNIT PRICES).
- c) Replace removed 1" insulation with 1" flat polyisocyanurate insulation. Subject to a pull test (arranged for by the Contractor, with a report provided to the City and to RAM), mechanically attach new flat 1/2" polyisocyanurate cover board through the insulation to the metal deck, using induction welding fasteners and plates. Remove and replace wet tapered insulation in the cricket adjacent to ROOF AREA "B" (see ROOF PLAN).
- d) Mechanically attach 1/2" cover board to the east face of CMU wall around ROOF AREA "B", using drive pins and disk plates.
- e) Fully adhere 60-mil PVC to cover board to the face of the CMU wall adjacent to ROOF AREA "B", using solvent-based adhesive (see **DETAIL XXXX**).
- f) Remove, dispose of, and replace all rotten or otherwise unsuitable wood blocking at roof edges. Carefully document the quantity of new blocking required, for subsequent reconciliation of Unit Prices (see SECTION 01220 – UNIT PRICES).
- g) Re-install and flash-in all roof-mounted equipment and accessories affected by the roofing process. Add blocking to increase curb height at any roof-mounted equipment where existing curb height does not meet minimum standards of the roof manufacturer.
- a) Attach a new 60-mil PVC roof membrane, using the induction welding method of attachment. (Note: all field welding shall be completed prior to the end of each day's application of membrane. Test welds shall be performed at membrane laps with test samples provided to the Owner, with the date and time of day for each test written on the sample. Test welds shall be performed no less than two (2) times per day – once before lunch and once after lunch, or in accordance with the manufacturer's recommendations.)
- h) Install new PVC-coated edge flashing and 24-gauge factory-coated clip-on fascia around perimeter of roof. Kynar color to be selected by the Owner from the manufacturer's full range of standard colors.
- i) Install all necessary terminations at perimeters, penetrations; roof drains flashings, curbs, etc., as required by the roofing manufacturer. All exposed termination bars shall be covered with new 24-gauge kynar-coated counterflashings and sealants at required locations. Kynar color to be selected by the Owner from the manufacturer's full range of standard colors.

STAGE (ROOF AREA “B” – APPROX. 1,053 SQ. FT.)

- Steel bar joists
- 3” Tectum deck (confirm thickness)
- Modified bitumen roof membrane

SCOPE OF THE WORK (ROOF AREA “B”) – COMPLETE TEAR-OFF:

Tear off and replace the built-up roof membrane across the entire roof. This work will include the following activities:

- a) Remove and dispose of the 4” cant around the interior perimeter of ROOF AREA “B”.
- b) Remove and dispose of the existing built-up roof membrane, and inspect the 3” thick (confirm thickness) Tectum deck. Remove and replace any wet or otherwise unsuitable Tectum deck. Carefully document the total square footage of Tectum deck to be replaced in order to determine the final quantities required, for reconciliation of Unit Prices upon completion of the project (see SECTION 01220: UNIT PRICES).
- c) Mechanically attach 1/2” cover board to the interior face of CMU walls around ROOF AREA “B”, using drive pins and cover plates (see **Detail XX/XX**).
- d) Subject to the results of a pull test (arranged for by the Contractor, with a report provided to the City and to RAM), fully adhere new flat 3” polyisocyanurate insulation and 1/2” cover board to the Tectum deck, using low-rise foam adhesive. Raise curb at exhaust vents and other roof-mounted equipment as required by roof manufacturer. Reduce thickness of insulation around roof drains and overflow scuppers to facilitate drainage of the roof surface.
- e) Fully adhere 60-mil PVC to the cover board at the inside face of parapet walls, using solvent-based adhesive, and terminate at the underside of the concrete parapet cap (see **Detail XX/XX**).
- f) Fully adhere a new 60-mil PVC roof membrane to the cover board, using low-rise adhesive.
- g) Install all necessary terminations at perimeters, penetrations; roof drains flashings, curbs, etc., as required by the roofing manufacturer. Cover all exposed termination bars with new 24-gauge kynar-coated counterflashings and sealants at required locations. Kynar color to be selected by the Owner from the manufacturer’s full range of standard colors.

COMMUNITY CENTER (ROOF AREA “C” – APPROX. 520 SQ. FT.)

- Steel bar joists
- 3” Tectum deck (confirm thickness)
- Modified bitumen roof membrane

SCOPE OF THE WORK (ROOF AREA “C”) – ROOF RECOVER:

Recover the roof system on this small area of the roof. This work will include the following activities:

- a) Remove and dispose of the 4" cant along the CMU wall adjacent to ROOF AREA "A".
- b) Remove the existing roof membrane from the areas identified as wet in Roof Asset Management's 01/11/23 Infrared Scan (EXHIBIT 1); inspect the Tectum deck for moisture and remove wet or otherwise unsuitable Tectum deck. Inspect for moisture damage beyond the limits shown on the Infrared Scan. Carefully document the total square footage of Tectum deck to be replaced in order to determine the final quantities required, for reconciliation of project costs upon completion of the project (see SECTION 01220: UNIT PRICES).
- c) Replace removed Tectum deck. Subject to a pull test (arranged for by the Contractor, with a report provided to the City and RAM), fully adhere new flat 1/2" polyisocyanurate cover board to the Tectum deck, using low-rise adhesive.
- d) Mechanically attach 1/2" cover board to the interior face of CMU wall adjacent to ROOF AREA "A", using drive pins and cover plates (see Detail XX/XX).
- e) Fully adhere 60-mil PVC to cover board at the inside face of parapet walls, using solvent-based adhesive.
- f) Pending a pull test (arranged for by the Contractor, with a report provided to the City and RAM), fully adhere new flat 1/2" polyisocyanurate cover board to the Tectum deck, using low-rise adhesive.
- g) Fully adhere a new 60-mil PVC roof membrane, using low-rise adhesive.
- h) Install new PVC-coated edge flashing and 24-gauge factory-coated clip-on fascia around perimeter of roof. Kynar color to be selected by the Owner from the manufacturer's full range of standard colors (see ROOF EDGE DETAIL 1/A-1).
- i) Install all necessary terminations at perimeters, penetrations; roof drains flashings, curbs, etc., as required by the roofing manufacturer. Raise curbs at roof-mounted equipment as required by the roof manufacturer. All exposed termination bars shall be covered with new 24-gauge kynar-coated counterflashings and sealants at required locations. Kynar color to be chosen by the Owner from the manufacturer's full range of standard colors.

COMMUNITY CENTER (ROOF AREA "D" – APPROX. 4,553 SQ. FT.)

- Steel bar joists
- 3" Tectum deck (confirm thickness)
- Modified bitumen roof membrane

SCOPE OF THE WORK (ROOF AREA "D") – COMPLETE TEAR-OFF:

Tear off and replace the roof system on this area of the roof. This work will include the following activities:

- j) Remove and dispose of the 4" cant along the CMU wall adjacent to ROOF AREAS "A", "B", and "C".
- k) Remove the existing roof membrane from the areas identified as wet in Roof Asset Management's 01/11/23 Infrared Scan (EXHIBIT 1); inspect the Tectum

deck for moisture and remove wherever deemed necessary. Inspect for the presence of moisture damage beyond the limits shown on the Infrared Scan. Carefully document the total square footage of Tectum deck to be replaced in order to determine the final quantities required, for reconciliation of Unit Prices upon completion of the project (see SECTION 01220: UNIT PRICES).

- l) Replace removed Tectum deck. Fully adhere two layers of tapered polyiso insulation (3" combined minimum thickness, tapered at 1/8" per foot), using low-rise foam adhesive. *(NOTE: the existing steel frame roof structure slopes at 1/8" per foot to the west and the north. The addition of tapered insulation at 1/8" per foot will increase the slope to 1/4" per foot, thereby improving drainage of the roof.)*
- m) Subject to a pull test (arranged for by the Contractor, with a report provided to the City and to RAM), fully adhere new flat 1/2" polyisocyanurate cover board to the Tectum deck, using low-rise adhesive.
- n) Mechanically attach 1/2" cover board to the interior face of the CMU walls adjacent to ROOF AREAS "A", "B", and "C", (see Detail XX/XX).
- o) Fully adhere 60-mil PVC to the cover board at the inside face of parapet walls, using solvent-based adhesive.
- p) Subject to a pull test (arranged for by the Contractor, with a report provided to the City and RAM), fully adhere new flat 1/2" polyisocyanurate cover board to the polyiso deck, using low-rise foam adhesive.
- q) Fully adhere a new 60-mil PVC roof membrane, using low-rise foam adhesive.
- r) Install new PVC-coated edge flashing around perimeter of gymnasium roof (see ROOF EDGE DETAIL XX/XX).
- s) Install all necessary terminations at perimeters, penetrations; roof drains flashings, curbs, etc., as required by the roofing manufacturer. All exposed termination bars shall be covered with new 24-gauge kynar-coated counterflashings and sealants at required locations. Kynar color to be chosen by the Owner from the manufacturer's full range of standard colors.

1.3 CONTRACTOR USE OF PREMISES

- A. Limit use of premises to allow continued Owner occupancy. All facilities shall remain in use during construction. Obey all Facility Regulations and coordinate access and schedule of work with Project Manager.
- B. The Contractor may work from dawn to dusk, seven days per week.

1.4 CONTINGENCY ALLOWANCE

- A. Include in the Contract the stipulated amount for use upon Owner's instruction.
- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit are included in Change or Field Orders authorizing expenditure of funds from this Contingency Allowance.

1.5 SCHEDULE OF VALUES

- A. Submit Schedule of Values on AIA Form G703 within five (5) calendar days of notification of project award.

1.6 APPLICATIONS FOR PAYMENT

- A. Submit two signed and notarized originals of each application on AIA Form G702 and AIA Form G703. Submit Lien Release Waivers, including from subcontractors and major suppliers, with each pay application.
- B. Content and Format: Utilize Schedule of Values, AIA Form G703, for listing items in Application for Payment.
- C. Attach completed City of Mobile DBE Compliance DBE UTILIZATION REPORT.
- D. Payment Period: Monthly, except for final payment of retainage after all Close Out documents are submitted and approved.

1.7 CHANGE ORDER PROCEDURES

- A. All contract changes involving a change in scope, payment and/or time shall be made by Change Order. Authorized uses of funds in the Contingency Allowance do not require a Change Order.
- B. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Owner.

1.8 COORDINATION

- A. Coordinate scheduling, submittals, and Work at the facility to ensure an efficient and orderly sequence and to facilitate the continued uninterrupted use of the Facility.
- B. Request Utility interruptions at least 72 hours in advance. Note that due to scheduling in the facility, utility interruptions must be approved.

1.9 FIELD ENGINEERING

- A. Establish elevations, lines, and levels and certify that elevations and locations of the Work conform to the Contract Documents. Verify existing conditions.
- B. Contractor shall field verify all measurements and quantities required for a complete installation.

1.10 PRECONSTRUCTION MEETINGS

- A. Owner will schedule a pre-construction meeting after contract award for all affected parties, including Roof Consultant, Contractor, Owner, and Manufacturer's field representative.

1.11 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at pre-approved intervals.
- B. Preside at meetings, record minutes, and distribute copies within two days to those affected by decisions made.

1.12 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within five (5) calendar days after date of notice of award of project for Project Manager's review.
- B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

1.13 SHOP DRAWINGS

- A. Shop Drawings for Review: Submit to Project Manager/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- B. Submit four copies for use by the owner plus the number of copies that Contractor requires. Electronic submittals may be acceptable with prior approval of the Project Manager and Engineer. Close Out documents shall include electronic and hard copies of all submittals.

1.14 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' written instructions.
- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- D. Supply certification from manufacturer that the installed Work meets or exceeds all manufacturers' requirements.

1.15 EXAMINATION

- A. Verify that existing site conditions and subsurfaces are acceptable for

subsequent Work. Beginning new Work means acceptance of existing conditions.

- B. Verify that utility services are available, of the correct characteristics, and in the correct location.

1.16 PREPARATION

- A. Prepare surfaces prior to applying next material installation.

1.17 TOLERANCES

- A. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate. Comply fully with manufacturers' tolerances.

1.18 REFERENCES

- A. Conform to reference standards by date of issue current as of date of Contract Documents.
- B. Should specified reference standard conflict with Contract Documents, request clarification from Project Manager before proceeding.

1.19 ELECTRICITY

- A. Unless otherwise provided for, Contractor shall be allowed to utilize power from the facility in moderate amounts.
- B. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

1.20 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain temporary lighting for construction operations as may be required.
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

1.21 WATER SERVICE

- A. Owner shall provide suitable potable water in moderate quantities without cost to the Contractor.

1.22 TEMPORARY SANITARY FACILITIES

- A. The Contractor may not use sanitary facilities located within the facility, but

instead shall provide temporary sanitary facilities in a location to be selected with Owner input. Temporary facilities are to be maintained in a sanitary condition, including control of offensive odors.

1.24 BARRIERS AND FENCING

- A. Provide barriers and fencing as needed to prevent unauthorized entry to equipment/materials storage areas and to protect existing facilities and adjacent properties from dust, debris and damage.

1.25 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections. Prohibit unnecessary traffic or storage upon grass or paving surfaces.

1.26 SECURITY

- A. Provide security and facilities to protect Work and existing facilities from unauthorized entry, vandalism, or theft.

1.27 ACCESS ROADS & HAULING

- A. Maintain temporary access routes through the public thoroughfare and parking areas to serve the construction area as required without obstructing traffic or blocking access for facility staff or participants.
- B. Restore site to pre-construction condition. Fill ruts, repair damaged pavement, replace broken or damaged amenities, sod disturbed areas.

1.28 PARKING

- A. Parking for Contractor's employees and construction vehicles will be provided within the parking lot across Antwerp Street from the building.

1.29 PROGRESS CLEANING AND WASTE REMOVAL

- A. Collect and maintain work areas free of waste materials, debris, and rubbish on a daily basis. Maintain site in a clean and orderly condition. Provide refuse containers and dispose of construction debris legally off site. The Owner may request load tickets from landfills permitted to accept construction debris.

1.30 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities and materials, prior to Substantial Completion review.
- B. Clean and repair damage caused by installation or use of temporary work.

- C. Restore existing facilities used during construction to original condition.
 Restore permanent facilities used during construction to specified condition.

1.31 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.

1.32 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

- A. Transport, handle, store, and protect Products in accordance with manufacturers' instructions.

1.33 SUBSTITUTIONS

- A. Products by One Manufacturer are named in this document, in order to have them match existing adjacent products and in order to have the entire roof qualify for the Manufacturer's 20-year NDL warranty. Whichever of the approved manufacturer's products are being used, this practice should be applied.

1.34 FINAL CLEANING

- A. Execute final cleaning prior to final inspection of work area.
- B. Clean debris from site and drainage systems.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the facility and the site. Leave site in raked and smooth condition.

1.37 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of Contract Documents to be utilized only for record documents.
- B. Record actual revisions to the Work. Record information concurrent with construction progress.
- C. Specifications: Legibly mark and record at each Product section a description of actual Products installed.
- D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.
- E. Submit documents to Project Manager with claim for final Application for Payment.
- F. Submit 2 paper copies and 1 disc with pdf copies (pdf copies to be submitted in three ring binders) to include:
 - a. As built drawings and specifications
 - b. Approved submittals
 - c. Warrantees and guarantees

- d. Certificate of Occupancy or Letter of Completion from Permitting Department or other agencies, as applicable.

1.37 WARRANTIES

- A. Product and Manufacturer's Warranties shall be provided per specifications.
- B. In addition, all materials and labor shall be warranted for a minimum of five (5) years after the date of Substantial Completion of the entire project. Contractor shall promptly repair all deficiencies within that time. A warranty inspection shall be scheduled by the Owner, with the Contractor and Owner's representative, before the end of the warranty period, in order to review the work and note deficiencies for the Contractor to correct. Said meeting may be waived if no deficiencies are noted.

PART 2 PRODUCTS
Not Used.

PART 3 EXECUTION
Not Used.

END OF SECTION

SECTION 01210

ALLOWANCES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Allowances will be utilized to:

1. Defer selection of certain items until more information is available.
2. Provide for discretionary installation of materials where exact and specific conditions cannot be determined in advance.
3. Provide for the discretionary use of labor where tasks and time frames cannot be determined in advance.

B. Include in Total Bid a stipulated lump sum allowance amount as specified in this Section.

1.3 ALLOWANCE

A. Include in the Total Base Bid a stipulated allowance(s) as indicated on the Bid Form for the use upon Owner's instruction. Upon Contractor inspection and Owner approval, any additional work that may be required, but not covered in the original Scope of Work (Base Scope Bid), shall be added to the scope, and costs charged against the Contingency Allowance. Contractor's cost for products, delivery, installation labor, insurance, payroll, bonding, equipment rental and overhead and profit will be included in the Allowances. Contractor's markups on allowances are limited to 10% for subcontractor's work and 15% for his own forces.

B. Use of Contingency Allowance(s) shall be approved in writing by the Owner before any materials are ordered or work performed.

C. Upon completion of the Work, any unused portion of the Allowances shall be credited back to the City of Mobile in the form of a Change Order.

D. Contractor shall provide a detailed proposal of the work with overhead and profit broken out. Such proposals shall include proposals from subcontractors, also showing their detailed proposal with overhead and profit broken out.

1.4 SELECTION AND PURCHASE

A. Advise the Project Manager when final selection and purchase of any Allowance item must be complete to avoid delay.

1.5 SUBMITTALS

- A. Request for Use of Allowance: Submit proposals for approval that detail and break out costs for contractors and subcontractor's markups.
- B. After Use of Allowance: Submit invoices to show quantity delivered to the site for each allowance.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 INSPECTION

- A. Promptly inspect all Allowance items upon delivery. Immediately report any shortage, damage, or defects to Project Manager.

3.2 PREPARATION

- A. Coordinate materials and installation to assure that each item is integrated with related construction activities.

3.3 ALLOWANCE SCHEDULE

- A. Include as a Contingency Allowance the lump sum amount of twenty-five thousand and 00/100 Dollars (\$25,000.00).

END OF SECTION

SECTION 01220

UNIT PRICES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Measurement.
 - 2. Payment.

1.3 UNIT PRICES

- A. Provide unit prices for items listed, for inclusion in Contract, guaranteed to apply for duration of Project as basis for additions to or deductions from Contract Sum.
- B. Actual quantities and measurements supplied or placed in the Work will determine payment. Contractor must document quantities involved with photographs and measurements, or **in some other manner satisfactory to the Owner.**
- C. Payment includes full compensation for all required labor, Products, tools, equipment, services, and incidentals, and for erection, application, or installation of an item of the Work.

PART 2 PRODUCTS Not used

PART 3 EXECUTION

3.1 UNIT PRICE SCHEDULE

- A. Remove and replace (1) square foot of rusted or otherwise unsuitable galvanized metal deck (replace removed deck with 22-gauge galvanized metal deck).
 - 1. Unit of measure: Per Square Foot.
 - 2. Basis of payment:
 - a. Contract Sum to be based on quantities material provided and installed.
 - b. Provide for removal and replacement of 150 square feet of metal deck in the Base Bid.
 - c. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.
- B. Remove and replace (1) board foot of rotten or otherwise unsuitable treated wood blocking.

1. Unit of measure: Per Board Foot.
 2. Basis of payment:
 - a. Contract Sum to be based on quantities material provided and installed.
 - b. Provide for removal and replacement of 160 board feet of treated wood blocking in the Base Bid.
 - c. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.
- C. Remove and replace one (1) square foot of Tectum fiber roof deck.
1. Unit of measure: Per square foot or portion thereof.
 2. Basis of payment:
 - a. Contract Sum to be based on quantities of material provided and installed.
 - b. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.
 - c. Note: In the Base Bid, bidders are to plan for the supply and installation of 320 square feet of walkway pads.
- D. Remove and replace one (1) square foot of sodden 1" thick polyiso insulation.
1. Unit of measure: Per square foot or portion thereof.
 2. Basis of payment:
 - a. Contract Sum to be based on quantities of material provided and installed.
 - b. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.
 - c. Note: In the Base Bid, bidders are to plan for the supply and installation of 200 square feet of polyiso insulation.

END OF SECTION

SECTION 01310

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Administrative and supervisory personnel.
 - 3. Coordination drawings.
 - 4. Requests for Information (RFIs).
 - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Sections:
 - 1. Division 1 Section "Execution Requirements"
 - 2. Division 1 Section "Project Record Drawings" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

1.4 COORDINATION

- A. The contractor shall be responsible for coordinating all trades of his contract, Owners Contractors, coordinating construction sequences and schedules, and coordinating the actual installed location and interface of work.

- B. The Contractor shall supervise and direct the development of coordination drawings showing comprehensive coordination and integration of all Work of this project including, but not limited to, structural, architectural mechanical, plumbing, fire protection, electrical disciplines, and Owners Contractors.
- C. Coordination drawings are intended to assist Contractor and all trades during construction and may be used to supplement shop drawings, record drawings, and other required submittals.
- D. Coordination: Each contractor should supervise and direct construction operations with those of subcontractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor should coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence are required to obtain the best results where the installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- E. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- F. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Pre-installation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.
 - 9. Project closeout activities.

1.5 KEY PERSONNEL

- A. Key Personnel Names: Within 5 days of Notice to Proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of the list at site. Keep list current at all times.

1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in the Contractor's work or the work of subcontractors.

1.7 PROJECT MEETINGS

- A. General: Attendance of subcontractors and superintendent at a weekly progress meeting is required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Section, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Submittal Procedure
 - 2. Submittal Schedule
 - 3. Shop Drawings
 - 4. Product Data
 - 5. Samples

1.3 SUBMITTAL PROCEDURES

- A. Number each submittal with Project Manual specification Section number and sequential number within each section. Number resubmittals with original number and an alphabetic suffix.
- B. Identify Project, Contractor, Subcontractor or supplier, pertinent Drawing sheet and detail numbers, and specification Section number, as appropriate.
- C. Submit all submittals simultaneously for each Produce or Specification Section. Where multiple Products function as an assembly, group submittals for all related Products into single submittal.
- D. Project Manager will not review incomplete submittals.
- E. Apply Contractor's stamp, signed or initialed certifying that:
 - 1. Submittal was reviewed.
 - 2. Products, field dimensions, and adjacent construction have been verified.
 - 3. Information has been coordinated with requirements for Work and Contract Documents.
- F. Schedule submittals to expedite the Project, and deliver to Project Manager. Coordinate submittal of related items.
- G. For each submittal, allow 10 days for Project Manager's review, excluding delivery time to and from Contractor. Identify variations from Contract Documents and

Product or system limitations that may be detrimental to successful performance of completed Work.

- H. Revise and resubmit submittals when required; identify all changes made since previous submittals.
- I. Distribute copies of reviewed submittals to concerned parties and to Project Record Documents file. Instruct parties to promptly report any inability to comply with provisions.

1.4 SUBMITTAL SCHEDULE

- A. Submit a submittal schedule showing all submittals proposed for project, including:
 - 1. Submittals for Review
 - 2. Closeout Submittals.
- B. Include for each submittal:
 - 1. Specification section number.
 - 2. Description of submittal.
 - 3. Type of submittal.
 - 4. Anticipated submittal date.
- C. Submit three (3) hard copies and one (1) PDF copy, concurrently.

1.5 SHOP DRAWINGS

- A. Present information in clear and thorough manner.
- B. Identify details by reference to sheet and detail numbers or areas shown on Drawings.
- C. Reproductions of details contained in Contract Documents are not acceptable.
- D. Submit four (4) hard copies and one (1) PDF copy (concurrently). One hard copy and a PDF copy will be returned to Contractor for printing and distribution.

1.6 PRODUCT DATA

- A. Mark each copy to identify applicable products, models, options, and other data.
- B. Supplement manufacturers' standard data to provide information unique to this Project.
- C. Submit 3 copies. Project Manager will return one copy to Contractor for printing and distribution.

1.7 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment of devices. Coordinate sample submittals for interfacing work.
- B. Where so indicated, submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Project Manager's selection.
- C. Include identification for each sample, with full Project information.
- D. Project Manager will notify Contractor of approval or rejection of samples, or of selection of color, texture or pattern if full range is submitted.

END OF SECTION

SECTION 01710 CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at final completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.
 5. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 3. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 4. Complete final cleaning requirements.
 5. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate is issued.
1. Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
 1. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 3. Submit final completion photographic documentation.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 1. Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 1. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 2. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
 3. Submit list of incomplete items in the following format:
 - a. MS Excel electronic file. Architect will return annotated file.
 - b. PDF electronic file. Architect will return annotated file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than

date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- D. Warranties in Paper Form:
 - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- E. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 - 1. Important: storm water runoff from the Convention Center rooftop drains directly into Mobile Bay. If chemical cleansers of ANY KIND are used in the construction of the project, they cannot be allowed to enter the storm sewer system, but must instead be collected and disposed of offsite.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, and grounds, in areas disturbed by construction and delivery activities, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - d. Clean interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - f. Sweep concrete floors broom clean in unoccupied spaces.
 - g. Remove labels that are not permanent.
 - h. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - i. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - j. Retain first subparagraph below in environments with demanding HVAC system cleaning standards or for special contamination issues. Coordinate with the requirements of sustainable design requirements specified in Section Series 018113 "Sustainable Design Requirements." Below adds significantly to cleaning cost.
 - k. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.

- a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
2. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
3. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION

SECTION 01731 CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. This section includes procedural requirements for cutting and patching.
- B. Definition: Cutting and patching includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and repair required to restore surfaces to their original condition.
- C. Operational Limitations: Do not cut and patch operating elements, safety related systems, or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements, safety related systems or related components in a manner that would result in increased maintenance or decreased operational life or safety.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Use materials identical to existing materials to the maximum extent available.
- B. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
- C. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Before cutting, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.
- B. Before proceeding with cutting and patching involving two or more trades, meet at the Project site with the entities providing or affected by the cutting and patching. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.2 PREPARATION

- A. Provide temporary support for work to be cut.
- B. Protect existing conditions during cutting and patching to prevent damage.
- C. Bypass in-service existing pipe, conduit, or ductwork scheduled to be removed or relocated before cutting.

3.3 PERFORMANCE

- A. Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
- B. Cutting: Cut existing construction using methods that are least likely to damage elements retained and adjoining construction. Where possible, review proposed procedures with the original installer and comply with the original installer's recommendations.
 - 1. In general, use hand or small power tools designed for sawing or grinding, not for hammering and chopping.
 - 2. Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill.
- C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
 - 1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
 - 2. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction in a manner that will eliminate evidence of patching and refinishing.

3.4 CLEANING

- A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items.

END OF SECTION

SECTION 017839
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. See Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
- C. See Divisions 01 through 16 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.2 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Final Submittal: Submit two sets of marked-up Record Prints, showing all dimensional locations, materials changes, any changes via addendum or change order. Pay particular attention to noting underground utilities.
- B. Record Specifications: Submit two copies of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit two copies of each Product Data submittal.
- D. Submit PDF's of Record Drawings, Record Specifications, Record Change Orders, Requests for Proposal, Documentation of use of Allowances, Product and Contractor's Warranties, Product Test Reports, Final Surveys, Record Product Data, etc on 2 discs.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect and Engineer.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Completed Test Reports where applicable.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION

SPECIAL PROJECT CONDITIONS

1. Employee access to the roof will be on the exterior of the building (ladders, scaffold stairwells, motorized manlifts, etc.)
2. A security / safety meeting will be held between the owner, security personnel, the contractor, and any other interested parties to discuss the proper conduct and procedures for all employees prior to the start of the project. All employees must be identified and maintain good conduct at all times. Any employee acting in an unprofessional manner will be removed immediately and will not be allowed to return to the project site. (Note: Contractor's employees shall not enter the building unless in the case of an emergency. Owner's personnel must be notified if entry into the building will be required.)
3. The building will remain in operation during the roofing process. Any interruptive work (A/C disconnect / re-connect, etc.) must be coordinated with the owner prior to the beginning of the work. There shall be no interruption of service to the building during any scheduled event. Boom trucks, cranes, etc. must be staged in areas so the regular operation of the building is not compromised.
4. The contractor shall provide a safety "flag man" on the ground at all times during groundwork activities. This flag man shall be in addition to the crane / equipment operator and shall direct any foot or automobile traffic around or away from the groundwork area.
5. Any necessary mechanical, electrical, and/or plumbing work throughout the contract will be the responsibility of the contractor. The contractor will be responsible for scheduling and coordinating any required work with other trades. All work schedules must be approved by the owner.
6. The available work areas will be limited around the building. The contractor must ensure all walkways, roads, and grounds are clean and safe at all times. Any grounds (shrubs, grass, sidewalks, sprinkler systems, etc.) which are disturbed during the roofing process must be repaired and returned to their original status at no cost to the owner.
7. The contractor must ensure all entrances remain open throughout the project. The contractor will be required to provide covered walkways at entrances during any overhead work.
8. The contractor shall obtain a portable toilet to be located on the roof or at an area approved by the owner. Under no circumstances should any employee be allowed to use the toilet facilities inside the building.

END OF SECTION

SECTION 01010
SUMMARY OF THE WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Summary of Work: Contract, contractor use of premises.
- B. Contract Considerations: Contingency allowance, schedule of values, applications for payment, change procedures, alternates.
- C. Coordination and Meetings: Coordination, field engineering, cutting and patching, meetings, progress meetings, examination, preparation.
- D. Submittals: Submittal procedures, construction progress schedules, proposed products list, shop drawings, product data, samples, manufacturers' installation instructions, manufacturers' certificates.
- E. Quality Control: Quality assurance - control of installation, Tolerances, References, Mock-ups, Manufacturers' field services and reports.
- F. Construction Facilities and Temporary Controls: Electricity, temporary lighting for construction purposes, heat, temporary ventilation, telephone service, water service, temporary sanitary facilities, barriers and fencing, exterior enclosures, protection of installed work, security, access roads, parking, progress cleaning and waste removal, project identification, field offices and sheds, removal of utilities, facilities, and controls.
- G. Material and Equipment: Products, transportation, handling, storage, and protection, products options, substitutions.
- H. Contract Closeout: Contract closeout procedures, final cleaning, adjusting, project record documents, operation and maintenance data, spare parts and maintenance materials, warranties.

1.2 CONTRACT

- A. Summary of Work:
Base Bid: The project shall include the replacement of the existing low sloped roof systems and associated flashing components throughout the Harmon Recreation Center per the project documents, existing conditions and manufacturer requirements.
- B. Contract Description: Stipulated sum.

1.3 CONTRACTOR USE OF PREMISES

- A. Limit use of premises to allow continued Owner occupancy. All facilities shall remain in use except the immediate work area for this project. Obey all Facility Regulations and coordinate access and schedule of work with Project Manager.
- B. See Special Project Conditions in Section 00410.

1.4 CONTINGENCY ALLOWANCE

- A. Include in the Contract the stipulated amount for use upon Owner's instruction.

- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit are included in Change or Field Orders authorizing expenditure of funds from this Contingency Allowance.

1.5 SCHEDULE OF VALUES

- A. Submit Schedule of Values on AIA Form G703 within five (5) calendar days of notification of project award.

1.6 APPLICATIONS FOR PAYMENT

- A. Submit two signed and notarized originals of each application on AIA Form G702 and AIA Form G703. Submit Lien Release Waivers, including from subcontractors and major suppliers, with each pay application.
- B. Content and Format: Utilize Schedule of Values, AIA Form G703, for listing items in Application for Payment.
- C. Payment Period: Monthly, except for final payment of retainage after all Close Out documents are submitted and approved.

1.7 CHANGE ORDER PROCEDURES

- A. All contract changes involving a change in scope, payment and/or time shall be made by change order.
- B. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Owner.

1.8 ALTERNATE BID ITEMS

- A. Alternates quoted on Bid Form, if any, will be reviewed and accepted in the order listed.
- B. Coordinate related Work and modify surrounding Work as required.
- C. Schedule of Alternates: Listed on bid form, as applicable.

1.9 COORDINATION

- A. Coordinate scheduling, submittals, and Work at the facility to ensure an efficient and orderly sequence and to facilitate the continued uninterrupted use of the Facility.
- B. Request Utility interruptions at least 72 hours in advance. Note that due to scheduling in the facility, utility interruptions must be approved.

1.10 FIELD ENGINEERING

- A. Establish elevations, lines, and levels and certify that elevations and locations of the Work conform to the Contract Documents. Verify existing conditions.
- B. Contractor shall field verify all measurements and quantities required for a complete installation.

1.11 PRECONSTRUCTION MEETINGS

- A. Owner will schedule a pre-construction meeting after contract award for all affected parties.

1.12 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at pre-approved intervals.
- B. Preside at meetings, record minutes, and distribute copies within two days to those affected by decisions made.

1.13 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within five (5) calendar days after date of notice of award of project for Project Manager's review.
- B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

1.14 SHOP DRAWINGS

- A. Shop Drawings for Review: Submit to Project Manager/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- B. Submit four copies for use by the owner plus the number of copies that Contractor requires. Electronic submittals may be acceptable with prior approval of the Project Manager and Engineer. Close Out documents shall include electronic and hard copies of all submittals.

1.15 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' written instructions.
- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- D. Supply certification from manufacturer that the installed Work meets or exceeds all manufacturers' requirements.

1.16 EXAMINATION

- A. Verify that existing site conditions and subsurfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that utility services are available, of the correct characteristics, and in the correct location.

1.17 PREPARATION

- A. Prepare surfaces prior to applying next material installation.

1.18 TOLERANCES

- A. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate. Comply fully with manufacturers' tolerances.

1.19 REFERENCES

- A. Conform to reference standards by date of issue current as of date of Contract Documents.
- B. Should specified reference standard conflict with Contract Documents, request clarification from Project Manager before proceeding.

1.20 ELECTRICITY

- A. Unless otherwise provided for, Contractor shall be allowed to utilize power from the facility in moderate amounts.
- B. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

1.21 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain temporary lighting for construction operations as may be required.
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

1.22 WATER SERVICE

- A. Owner shall provide suitable potable water in moderate quantities without cost to the Contractor.

1.23 TEMPORARY SANITARY FACILITIES

- A. Contractor may not use sanitary facilities located at the facility in lieu of contractor provided temporary facilities. Contractor shall provide temporary sanitary facilities throughout construction.

1.24 BARRIERS AND FENCING

- A. Provide barriers and fencing as needed to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from dust, debris and damage.

1.25 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections. Prohibit traffic or storage upon grass or paving surfaces.

1.26 SECURITY

- A. Provide security and facilities to protect Work and existing facilities from unauthorized entry, vandalism, or theft.

1.27 ACCESS ROADS & HAULING

- A. Maintain temporary access routes through the public thoroughfare and parking areas to serve the construction area as required without obstructing traffic or blocking access for facility staff or participants. Provide drive pads as required.
- B. Restore site to pre-construction condition. Fill ruts, replace broken or damaged amenities, sod disturbed areas.

1.28 PARKING

- A. Arrange for temporary parking areas to accommodate construction personnel on site. Do not block traffic.

1.29 PROGRESS CLEANING AND WASTE REMOVAL

- A. Collect and maintain work areas free of waste materials, debris, and rubbish on a daily basis. Maintain site in a clean and orderly condition. Provide refuse containers and dispose of construction debris legally off site. The Owner may request load tickets from landfills permitted to accept construction debris.

1.30 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities and materials, prior to Substantial Completion review.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.31 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.

1.32 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

- A. Transport, handle, store, and protect Products in accordance with manufacturers' instructions.

1.33 PRODUCT OPTIONS

- A. Products Specified by Naming One Manufacturer or equal: Products of manufacturer named approved as "Basis of Design". Equal alternate products to be approved by Owner as Substitutions. Submit product data as required in SUBSTITUTIONS.

1.34 SUBSTITUTIONS

- A. Architect/Engineer will consider requests for Substitutions only within 10 days after date established in Notice to Proceed. For Pre-Bid approved Substitutions, submit request 7 calendar days or more before bid date with all back up data to show that all characteristics of the Basis of Design product are met with the substituted product or material.
- B. Document each request with complete backup data substantiating compliance of proposed Substitution with all characteristics of the materials specified in the Contract Documents.
- C. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
- D. Substitution shall indicate all product properties and show that they are equal to that Specified.
- E. Acceptance or Rejection of Pre-Bid Substitution Requests will be issued by Addendum.

1.35 FINAL CLEANING

- A. Execute final cleaning prior to final inspection of work area. User may occupy portions of the work incrementally as the work is completed and accepted. Entire project to be ready for use by User once all areas of work are completed.
- B. Clean debris from site and drainage systems.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the facility and the site. Leave site in raked and smooth condition.

1.36 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of Contract Documents to be utilized only for record documents.
- B. Record actual revisions to the Work. Record information concurrent with construction progress.
- C. Specifications: Legibly mark and record at each Product section a description of actual Products installed.
- D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.
- E. Submit documents to Project Manager with claim for final Application for Payment.
- F. Submit 2 paper copies and 1 disc with pdf copies to include:
 - a. As built drawings and specifications
 - b. Approved submittals
 - c. Warrantees and guarantees
 - d. Certificate of Occupancy or Letter of Completion from Permitting Department or other agencies, as applicable.

1.37 WARRANTIES

- A. Product and Manufacturer's Warranties shall be provided per specifications.
- B. In addition, all materials and labor shall be warranted by the contractor for a minimum of five years after Substantial Completion of the entire project. Contractor to promptly repair all deficiencies within that time. A warranty inspection shall be scheduled by the Owner, with the Contractor and Owner's representative, before the end of the warranty period, in order to review the work and note deficiencies for the Contractor to correct. Said meeting may be waived if no deficiencies are noted.

END OF SECTION

SECTION 01210 ALLOWANCES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Allowances will be utilized to:
 - 1. Defer selection of certain items until more information is available.
 - 2. Provide for discretionary installation of materials where exact and specific conditions cannot be determined in advance.
 - 3. Provide for the discretionary use of labor where tasks and time frames cannot be determined in advance.
- B. Include in Total Bid a stipulated lump sum allowance amount as specified in this Section.

1.3 ALLOWANCE

- A. Include in the Total Base Quote a stipulated allowance(s) as indicated on the Quote Form for the use upon Owner's instruction. Upon Contractor inspection and Owner approval, any additional work that may be required, but not covered in the original Scope of Work (Base Scope Quote), shall be added to the scope and cost charged against the Contingency Allowance. Contractor's cost for products, delivery, installation labor, insurance, payroll, bonding, equipment rental and overhead and profit will be included in the Allowances. Contractor's markups on allowances are limited to 10% for subcontractor's work and 15% for his own forces.
- B. Use of Contingency Allowance(s) shall be approved in writing by the Owner before any materials are ordered or work performed.
- C. Upon completion of the Work, any unused portion of the Allowances shall be credited back to the City of Mobile in the form of a Change Order.
- D. Contractor shall provide a detailed proposal of the work with overhead and profit broken out. Such proposals shall include proposals from subcontractors, also showing their detailed proposal with overhead and profit broken out.

1.4 SELECTION AND PURCHASE

- A. Advise the Project Manager when final selection and purchase of allowance item must be complete to avoid delay.

1.5 SUBMITTALS

- A. Request for Use of Allowance: Submit proposals for approval that detail and break out costs for contractors and subcontractor's markups.
- B. After Use of Allowance: Submit invoices to show quantity delivered to the site for each allowance.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 INSPECTION

- A. Promptly inspect all Allowance items upon delivery. Immediately report any shortage, damage, or defects to Project Manager.

3.2 PREPARATION

- A. Coordinate materials and installation to assure that each item is integrated with related construction activities.

3.3 ALLOWANCE SCHEDULE

- A. Include as a Contingency Allowance the lump sum amount of Twenty-Five Thousand and xx/100 Dollars (\$25,000.00).

END OF SECTION

SECTION 1220

UNIT PRICES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Measurement.
 - 2. Payment.

1.3 UNIT PRICES

- A. Provide unit prices for items listed, for inclusion in Contract, guaranteed to apply for duration of Project as basis for additions to or deductions from Contract Sum.
- B. Actual quantities and measurements supplied or placed in the Work will determine payment.
- C. Payment includes full compensation for all required labor, Products, tools, equipment, services, and incidentals, and for erection, application, or installation of an item of the Work.

PART 2 PRODUCTS Not used

PART 3 EXECUTION

3.1 UNIT PRICE SCHEDULE

- A. Unit Price #1: The contractor shall replace existing deteriorated wood blocking materials with new wood blocking, per the specifications.
 - 1. Unit of measure: Per board foot.
- B. Unit Price #2: The contractor shall replace existing deteriorated steel decking materials with new steel decking, per the specifications.
 - 1. Unit of measure: Per square foot.
- C. Unit Price #3: The contractor shall replace existing wet insulation and/or roofing components, per the specifications.
 - 1. Unit of measure: Per square foot.
- D. Unit Price #4: The contractor shall replace existing deteriorated Tectum decking materials with new Tectum decking, per the specifications.
 - 1. Unit of measure: Per square foot.
- E. Basis of payment:
 - a. Contract Sum to be based on quantities of material provided and installed.
 - b. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.

END OF SECTION

METAL LADDERS (SCOPE OF WORK)

A. Contractor Requirements:

1. Replace all existing wall-mounted ladders with new OSHA approved ladders with platforms and handrails extending over the top of the parapet walls. **(Note: Any ladder extending more than 24 feet above the lower level will require a fall restraint system. The contractor will be responsible for measuring and ordering the correct size, type, and length wall ladders for each location.)**
2. The contractor shall comply with all OSHA standards. The OSHA standards are subject to change and such changes may affect the contractor in his performance under the contract. It is the contractor's responsibility to know such changes and effective dates of changes.
3. The contractor shall provide all license, permits, insurance, disposal fees, etc. required for the project.
4. Provide the Owner with a 5-year Contractor's Workmanship Guarantee.
5. Provide the Owner with a 5-year Manufacturer's Warranty.
6. See associated project specifications for additional details and information regarding the required work.

END OF SECTION

SECTION 05 51 33 - METAL LADDERS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Fixed Ladder Systems:
 - 1. Standard fixed ladders
- B. Ladder Accessories:
 - 1. Ladder fall arrest system.
 - 2. Ladder security door.

1.2 RELATED SECTIONS

- A. Section 06 10 00 - Rough Carpentry.
- B. Section 07 54 19 – Polyvinylchloride Roofing

1.3 REFERENCES

- A. Occupational Safety and Health Administration of the United States (OSHA):
 - 1. OSHA 1910.23: Fixed Ladders.
 - 2. OSHA 1910.29: Fall Protection systems and falling object protection.
- B. American National Standards Institute (ANSI):
 - 1. ANSI A14.3: Ladders - Fixed - Safety Requirements.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Shop Drawings: Provide plan, section, elevation and perspective view drawings as necessary to depict appropriate installation procedures including location, mounting, attachment, and penetration flashing as applicable.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: All primary products specified in this section will be supplied by a single manufacturer with a minimum of ten years' experience.
- B. Installer Qualifications: All products listed in this section are to be installed by a single installer with a minimum of five years demonstrated experience in installing products of the same type and scope as specified.

- C. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
 - 1. Finish areas designated by Architect.
 - 2. Do not proceed with remaining work until workmanship, color, and sheen are approved by Architect.
 - 3. Rebuild mock-up area as required to produce acceptable work.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation. Protect all components off the ground, away from standing water on a hard, level surface.

1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

1.8 WARRANTY

- A. Warranty: At project closeout, submit an executed copy of the manufacturer's five year standard limited warranty against manufacturing defect, outlining its terms, conditions, and exclusions from coverage.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design: Kattsafe, which is located at: 3921 Perry Blvd.; Whitestown, IN 46075; Toll Free Tel: 888-637-7872; Tel: 317-769-7710; Fax: 317-229 6451; Email: [request info \(sales@kattsafe.com\)](mailto:request info (sales@kattsafe.com)); Web: <https://www.kattsafe.com>
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

2.2 LADDER TYPE

- A. Model RL32: Standard fixed ladder with parapet platform.
 - 1. Material: High tensile 6106-T6 aluminum, mill finish.
 - 2. Ladder Height: Fall protection required over 24 ft (7320 mm). See ' Ladder Fall Arrest System' under ' Ladder Accessories.'
 - 3. Ladder Width: 23-1/2 inches (597 mm). Walk-Through Width: 24 inches (610 mm).
 - 4. Ladder Weight: 6.4 lbs (2.9 kg) per 40 inch (1016 mm) section.
 - 5. Capacity: Unit shall support a 1000 lbs (453.6 kg) loading without failure, and individual treads shall withstand a 1000 lbs (453.6 kg) loading without failure.
 - 6. Performance Standard: Units designed and manufactured to meet or exceed OSHA 1910.23.

- B. Ladder Base Mounting and Walkway Mounting Kit:
 - 1. Off-floor mount fixing bracket, heavy duty wall fixing bracket for ladders mounted to the wall only.

2.3 FIXED LADDER ACCESSORIES

- A. Ladder Fall Arrest System:
 - 1. Model SL228.10: Arresta Shuttle locking device with energy absorbing lanyard (1 required per user).
 - 2. Model SL230F: Stainless steel (316) cable Specify wall height.
 - 3. Capacity: For single person use; 1400 lbs (635 kg) rated.
 - 4. Performance Standard: Units designed and manufactured to meet or exceed OSHA 1910.29 and ANSI A14.3.
- B. Model LD426: Ladder Security Door. Aluminum security door to prevent unauthorized access. 84 x 25-1/2 inches (2134 x 648 mm).

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

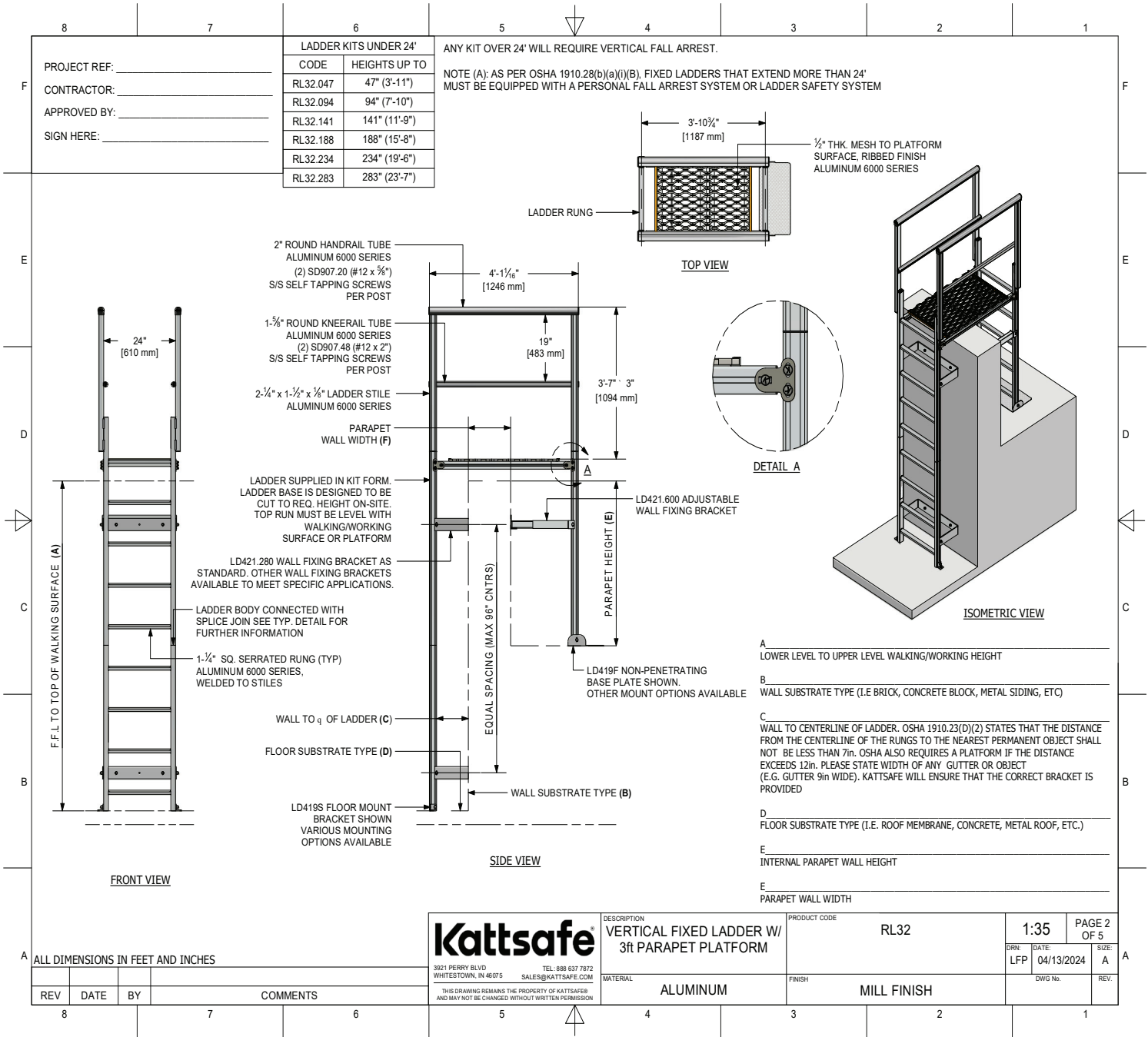
- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions, approved submittals, and in proper relationship with adjacent construction.

3.4 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.



END OF SECTION

SECTION 06100 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections apply to work of this section.
- B. Work Included: All wood, nails, bolts, screws, framing anchors and other rough hardware, and all other items needed for rough and finished carpentry in this work but not specifically described in other sections of these specifications.
- C. Quality Assurance: In addition to complying with all pertinent codes and regulations, all materials of this section shall comply with pertinent provisions of:
 - 1. Southern Pine Southern Pine Inspection Bureau Plywood 'Softwood Plywood - Construction and Industrial' (Amended June 1969), Product Standard PD 1-66 of U.S. Department of Commerce, Bureau of Standards, and A.P.A.
 - 2. Rough Hardware "Specification for the Design, Fabrication and Erection of Structural Steel for Buildings of the American Institute of Steel Construction"
 - 3. Building Paper Federal Specification UU-B-790a, dated February 5, 1968
 - 4. Wood Preservative Standard P-5 of the American Wood Preservers Institute
 - 5. Other Similar and pertinent reference standards for the products needed.
- D. Conflicting Requirements: In the event of conflict between pertinent codes and regulations and the requirements of the referenced standards or these specifications, the provisions of the more stringent shall govern.
- E. Qualifications of Workmen: Provide sufficient skilled workmen and supervisors who shall be present at all times during execution of this portion of the work and who shall be thoroughly familiar with the type of construction involved and the materials and techniques specified.
- F. Rejection: In the acceptance or rejection of rough carpentry, no allowance will be made for lack of skill on the part of workmen.

1.2 PRODUCT HANDLING

- A. Protection: Store all materials in such a manner as to ensure proper ventilation and drainage and to protect against damage and the weather.
 - 1. Use all means necessary to protect lumber materials before, during and after delivery to the job site, and to protect the installed work and materials of all other trades.
 - 2. Deliver the materials to the job site and store all in a safe area, out of the way of traffic, and shored up off the ground surface.
 - 3. Protect all metal products with adequate weather-proof outer wrappings.
 - 4. Use extreme care in the off-loading of lumber to prevent damage, splitting and breaking of materials.

5. Keep all material clearly identified with all grade marks legible; keep all damaged material clearly identified as damaged and separately stored to prevent its inadvertent use.
 6. Do not allow installation of damaged or otherwise non-complying material.
 7. Use all means necessary to protect the installed work and materials of all other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

PART 2 - MATERIALS

2.1 MATERIALS - GENERAL

- A. Grade Stamps:
- B. Framing Lumber: Identify all framing lumber by proper grade stamp.
- C. Plywood: Identify all plywood as to species, grade and glue type by the stamp of the American Plywood Association.
- D. Other: Identify all other materials of this section by the appropriate stamp of the agency listed in the reference standards, or by such other means as are approved in advance by the Architect.
- E. Moisture Content: Moisture content of any material for framing not to exceed 19% for boards 8" in width or less. Boards exceeding 8" in width not to exceed 15% at time of installation. All material used for finish and trim work to be kiln dried material with moisture content not to exceed that allowed by FHA for intended use.

2.2 MATERIALS - WOOD

- A. All materials of this Section, unless specifically otherwise approved in advance by the Architect, shall meet or exceed the following:
 1. Wood Blocking, Furring, & Framing
 - a. Pressure treated #2 KD Southern Yellow Pine
 - b. Size: 1.5" thickness minimum (Cut widths & lengths to fit existing or new conditions)
 2. Wood Decking
 - a. Southern Yellow Pine
 - b. Size: Match existing (Cut widths & lengths to fit existing or new conditions)
 3. Plywood Sheathing
 - a. CDX Grade with exterior glue
 - b. Size: 4' X 8' (Cut to fit existing or new conditions)
 - c. Thickness: 1/2"

4. Wood Preservative
 - a. Ammonical copper arsenite or 5% solution of pentachlorophenol

2.3 MATERIALS - MISCELLANEOUS

- A. All materials of this Section, unless specifically otherwise approved in advance by the Architect, shall meet or exceed the following:
 1. Steel Hardware
 - a. ASTM A-7 or A-36
 2. Machine Bolts
 - a. ASTM A-307
 3. Lag Bolts
 - a. Federal Specifications FF-B-561
 4. Nails
 - a. Common (Except as noted) Federal Specifications FF-N-1-1 (Use galvanized at exterior locations)
 5. Flashing
 - a. Nervastral Seal Prof HD-20 except where metal is indicated. Nervastral Seal Prof HD shall be installed on all sills and heads ½" inward from outside face of wall and extended 6" on each side of opening brick veneer construction. The sheeting shall not be allowed to hang free prior to completion of brick work but shall be secured to the siding with nails and discs or furring strips.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Stockpiling: Stockpile all materials sufficiently in advance of need to ensure their availability in a timely manner for this work.
- B. Delivery Schedules: Make as many trips to the job site as are necessary to deliver all materials of this section in a timely manner to ensure orderly progress of the total work.
- C. Compliance: Do not permit materials not complying with the provisions of this section of these specifications to be brought onto or to be stored at the job site; immediately remove from the job site all non-complying materials and replace them with materials meeting the requirements of this section.
- D. Inspection: Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
 1. Verify that rough carpentry may be performed in strict accordance with the original design and all pertinent codes and regulations.
- E. Discrepancies: In the event of discrepancy, immediately notify the Architect. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

- F. Workmanship: All rough carpentry shall produce joints true, tight, and well nailed with all members assembled in accordance with the drawings and with all pertinent codes and regulations.
- G. Selection of Lumber Pieces: Carefully select all members; select individual pieces so that knots and obvious defects will not interfere with placing bolts or proper nailing or making proper connections.
 - 1. Cut out and discard all defects which render a piece unable to serve its intended functions; lumber may be rejected by the Architect, whether or not it has been installed, for excessive warp, twist, bow, crook, mildew, fungus, or mold, as well as for improper cutting and fitting.
- H. Shimming: Do not shim sills, joists, short studs, trimmers, headers, lintels, or other framing components.
- I. Treated Lumber: Use only treated lumber for all wood blocks and nailing grounds, etc. (other than foundation grade redwood) in, or in contact with, concrete.
- J. Treatment: Treat all wood less than two feet above finished grade by spraying with the preservative specified in this section of these specifications, to a minimum distance of six inches from the ends or otherwise treat as approved in advance by the Architect. Perform all treatment in strict accordance with published recommendations of the manufacturer of the treatment preservative.
- K. General Framing: In addition to all framing operations normal to the fabrication and erection indicated on the drawings, install all backing required for the work of other trades. Set all horizontal or sloped members with crown up. Do not notch, bore, or cut members for pipes ducts conduits, or other reasons except as shown on the drawings or as specifically approved in advance by the Architect.
- L. Bearing: Make all bearings full unless otherwise indicated on the drawings. Finish all bearing surfaces on which structural members are to rest so as to give sure and even support; where framing members slope, cut or notch the ends as required to give uniform bearing surface.
- M. Blocking: Install all blocking required to support all items of finish and to cut off all concealed draft openings, both vertical and horizontal, between ceiling and floor areas.
 - 1. All other locations where openings could afford passage for rodents or flames.
 - 2. Fire-block in the following specific locations:
 - a. In all stud walls at ceiling and floor levels.
 - b. In all stud walls, including furred spaces, so that the maximum dimension of each concealed space is not more than eight feet.
 - c. All other locations where openings could afford passage for rodents or flames.
- N. Corners and intersections: Unless otherwise indicated on the drawings, frame all corners and intersections with three or more studs and all required bearing for wall finish.
- O. Alignment: On all framing members to receive a finished wall or ceiling, align the finish subsurface to vary not more than 1/8 inch from the plane of surfaces of adjacent framing and furring members.
- P. Nailing: Use only common wire nails or spikes except where otherwise specifically noted in the drawings.

1. Provide penetration into the piece receiving the point of not less than 1/2 the length of the nail or spike provided, however, that 16 d nails may be used to connect two pieces of the two inch (nominal) thickness.
 2. Do all nailing without splitting wood, pre-boring as required; replace all split members.
- Q. Bolting: Drill holes 1/16 inch larger in diameter than the bolts being used; drill straight and true from one side only. Bolt threads must not bear on wood; use washers under head and nut where both bear on wood; use washers under all nuts.
- R. Screws: For lag screws and wood screws, pre-bore holes same diameter as root of thread; enlarge holes to shank diameter for length of shank.
1. Screw all lag screws and wood screws. Do NOT Drive screws.
- S. Installation of Building Paper: Install the specified building paper over all exterior framing members where indicated to be installed, lapping all joints to prevent penetration of water into the stud spaces, and securely fastening the paper in place in accordance with the manufacturer's published recommendations.
- T. Cleaning Up: Keep the premises in a neat, safe and orderly condition at all times during execution of this portion of the work, free from accumulation of sawdust, cut-ends, and debris.
- U. NOTE: All new wood blocking and existing wood blocking to remain in place shall be secured / re-secured with heavy duty fasteners at a rate to ensure local wind uplift requirements.
- V. NOTE: All new decking shall be secured with required fasteners to ensure proper attachment to the existing framing substrates.

END OF SECTION

WATER REPELLENTS (SCOPE OF WORK)

A. Contractor Requirements:

1. Pressure wash / clean all exposed masonry parapet walls extending above new roof areas.
2. Install new water repellent sealants over the entire masonry parapet substrates utilizing no less than two (2) coats per the manufacturer's requirements.
3. The contractor shall comply with all OSHA standards. The OSHA standards are subject to change, and such changes may affect the contractor in his performance under the contract. It is the contractor's responsibility to know such changes and effective dates of changes.
4. The contractor shall provide all license, permits, insurance, disposal fees, etc. required for the project.
5. Provide the Owner with a 5-year Contractor's Workmanship Guarantee.
6. Provide the Owner with a 5-year Manufacturer's Warranty.
7. See associated project specifications for additional details and information regarding the required work.

END OF SECTION

SECTION 071900 – WATER REPELLENTS

PART 1 – GENERAL

1.1 SUMMARY

- A. Section includes penetrating water-repellent treatments for the following vertical and horizontal surfaces:
 - 1. Concrete / masonry components

1.2 SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include manufacturer's printed statement of VOC content.
 - 2. Include manufacturer's recommended number of coats for each type of substrate and spreading rate for each separate coat.

1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Applicator
- B. Manufacturers' literature for all materials specified for use on this project, each properly labeled and referenced to appropriate Specification Section, in time to prevent delay of the project.
- C. Product Certificates: For each type of water repellent.
- D. Safety Data Sheets (SDS) for all materials to be used.
- E. Manufacturer's requirements and testing procedures for moisture conditions (moisture vapor emission rate, relative humidity, etc.) of the concrete at time of installation necessary to ensure proper bond.
- F. Manufacturer's written instructions regarding equipment, materials and workmanship requirements for surface repairs, surface preparation, and installation of water-repellent sealer materials.
- G. Preconstruction Test Reports: For water-repellent-treated substrates.
- H. Field quality-control reports.
- I. Special Warranty Article

1.4 QUALITY ASSURANCE

- A. Contractor and Installer Qualifications:
 - 1. The installer shall be licensed by the manufacturer of the products to be used on the project with a minimum of 5 yrs' experience in the application of similar impregnating water-repellent sealers and concrete repair materials.
 - 2. The Contractor's site superintendent shall have at least 5 yrs' experience supervising the installation of water- repellent sealer systems and concrete repair materials.
 - 3. Upon request, provide the Engineer with a list of five representative projects successfully completed by the contractor that are of similar scope and size. For each project, provide the project name, Owner's name, Owner's Representative name and phone number, description of the work, name of Impregnating Water- Repellent Concrete Sealer the sealer/impregnating water-repellent applied, Project supervisor, total cost of the impregnating water-repellent work vs. the total cost of the project, and the project completion date.

- B. Manufacturer's Field Representative: The Contractor shall arrange with the manufacturer of the water-repellent sealer to have the services of a competent field representative at the site to approve surface preparation before installation of the sealer and any concrete repair material. The Manufacturer's Field Representative shall instruct the crew on proper installation of materials and observe the installation of the products at the beginning of the work. The Field Representative shall remain at the jobsite and continue to instruct until the field representative, Architect, and Owner's Representative are satisfied that the crew has mastered the technique of installing the products successfully.

1.5 PRECONSTRUCTION TESTING

- A. Preconstruction Testing: Perform testing of existing substrates to ensure proper adhesion of all products.

1.6 FIELD CONDITIONS

- A. Limitations: Proceed with application only when the following existing and forecasted weather and substrate conditions permit water repellents to be applied in accordance with manufacturers' written instructions and warranty requirements:
 - 1. Concrete surfaces and mortar have cured for not less than 28 days.
 - 2. Building has been closed in for not less than 30 days before treating wall assemblies.
 - 3. Ambient temperature is above 20 deg F (minus 6.7 deg C) and below 95 deg F (35 deg C) and will remain so for 24 hours.
 - 4. In direct sunlight resulting in temperatures outside of the range listed above.
 - 5. Substrate is not frozen and substrate-surface temperature is above 20 deg F (minus 6.7 deg C) and below 95 deg F (35 deg C).
 - 6. Rain or snow is not predicted within 24 hours.
 - 7. Not less than 24 hours have passed since surfaces were last wet.
 - 8. Windy conditions do not exist that might cause water repellent to be blown onto vegetation or surfaces not intended to be treated.
 - 9. Prior to and during application of the water-repellent sealer, the concrete surface must be completely dry with a maximum moisture content of 4%, as tested with a moisture meter.

1.7 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer and Applicator agree(s) to repair or replace materials that fail to maintain water repellency specified in "Performance Requirements" Article within specified warranty period for pre-application approval.
 - 1. Warranty Length: 5 years from date of substantial completion

PART 2 - PRODUCTS

2.1 PENETRATING WATER REPELLENTS

- A. Penetrating Water, Salt, and Chloride Repellent designed specifically for Extra Porous Surfaces like Concrete Masonry Units or Block: Clear, containing 55 percent or more actives ingredients with solvent carrier; and with 350 g/L or less of VOCs.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Ghostshield; KreteTek Industries, Inc.; ISO-TEK™ 8555 CMU.
 - 2. Substitution products must be submitted prior to the beginning of any work. Substitutions must be approved "in writing" before considered accepted.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements and conditions affecting performance of the Work.
 - 1. Verify that surfaces are clean and dry in accordance with water-repellent manufacturer's requirements. Check moisture content in three representative locations by method recommended by manufacturer.
 - 2. Verify that there is no efflorescence or other removable residues that would be trapped beneath the application of water repellent.
 - 3. Verify that required repairs are complete, cured, and dry before applying water repellent.
- B. Test pH level in accordance with water-repellent manufacturer's written instructions to ensure chemical bond to silica-containing or siliceous minerals.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. New Construction and Repairs: Allow concrete and other cementitious materials to age before application of water repellent, in accordance with repellent manufacturer's written instructions.
- B. Cleaning: Before application of water repellent, clean substrate of substances that could impair penetration or performance of product in accordance with water-repellent manufacturer's written instructions or as follows:
 - 1. Cast-in-Place Concrete, Precast Concrete, Cast Stone, and Concrete Unit Masonry: Remove oil, curing compounds, laitance, and other substances that inhibit penetration or performance of water repellents in accordance with ASTM E1857
 - 2. Clay Brick Masonry: ASTM D5703.
 - 3. Natural Stone: ASTM C1515 or ASTM D5107.
 - 4. Portland Cement Plaster (Stucco): ASTM E1857
- C. Protect adjoining work, including mortar and sealant bond surfaces, from spillage or blow-over of water repellent. Cover adjoining and nearby surfaces of aluminum and glass if there is the possibility of water repellent being deposited on surfaces. Cover live vegetation.
- D. Coordination with Mortar Joints: Do not apply water repellent until pointing mortar for joints adjacent to surfaces receiving water-repellent treatment has been installed and cured.
- E. Coordination with Sealant Joints: Do not apply water repellent until sealants for joints adjacent to surfaces receiving water-repellent treatment have been installed and cured.
 - 1. Water-repellent work may precede sealant application only if sealant adhesion and compatibility have been tested and verified using substrate, water repellent, and sealant materials identical to those required.

3.3 APPLICATION

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect the substrate before application of water repellent and to instruct Applicator on the product and application method to be used.
- B. Apply water-repellent sealer to prepared substrates within three days after completion of the surface preparation.

- C. Stir and mix materials thoroughly to ensure uniformity and in accordance with the manufacturer's recommendations. Do not dilute or thin product.
- D. Apply coating of water repellent on surfaces to be treated using 15 psi- (103 kPa-) pressure spray with a fan-type spray nozzle, roller, or brush to the point of saturation. Apply coating in dual passes of uniform, overlapping strokes. Remove excess material; do not allow material to puddle beyond saturation. Comply with manufacturer's written instructions for application procedure unless otherwise indicated.
- E. Apply a second saturation coating, repeating first application. Comply with manufacturer's written instructions for limitations on drying time between coats and after rainstorm wetting of surfaces between coats. Consult manufacturer's technical representative if written instructions are not applicable to Project conditions.
- F. It may take up to 2 or more hours for the sealer to completely penetrate if the substrate is of high density. The treated surface may remain dark for up to seven days before it returns to normal appearance.
- G. Do NOT apply sealer to concrete surfaces:
 - 1. that are damp or have damp repairs. If rain suddenly begins during installation, immediately stop application of sealer and cover the newly impregnated areas.
 - 2. if the conditions (e.g., weather or surface conditions) do not meet the requirements of Para. 1.8 above or are not expected to meet the requirements for anytime within a 24 hr. period after installation.
- H. Do not disturb sealed surfaces for a minimum of 6 hrs after the application of the product. Early water repellency will be developed after 24 hrs; however, full curing of the sealer may take up to seven days or longer. Do not install concrete repairs for a minimum of 72 hrs after application of the sealer.

3.4 FIELD QUALITY CONTROL

- A. Testing of Water-Repellent Material: Owner reserves the right to invoke the following procedure at any time and as often as Owner deems necessary during the period when water repellent is being applied:
 - 1. Contractor shall engage the services of a qualified testing agency to sample water-repellent material being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.
 - 2. Testing agency will perform tests for compliance of water-repellent material with product requirements.
 - 3. Owner may direct Contractor to stop applying water repellents if test results show material being used does not comply with product requirements. Contractor shall remove noncomplying material from project site, pay for testing, and correct deficiency of surfaces treated with rejected materials, as approved by architect.

3.5 CLEANING

- A. Immediately clean water repellent from adjoining surfaces and surfaces soiled or damaged by water-repellent application as work progresses.
- B. Comply with manufacturer's written cleaning instructions.

END OF SECTION

SECTION 075419
POLYVINYL-CHLORIDE (PVC) ROOFING
New (Re-cover) Roof Assembly Description

- PVC Thermoplastic Membrane
 - Membrane Thickness: 80 mil
 - Flashing Thickness: 60 mil
 - Color: Gray / White (Owner Selection)
 - Attachment: Fully Adhered
- Fiberglass-faced Primed Coverboard
 - Thickness: 1/2 inch
 - Attachment: Mechanically & LRF Adhered
- Tapered Polyisocyanurate / EPS Insulation (B, C, & D)
 - Start Thickness: 1/2"
 - Slope: Field - 1/4" per ft / Crickets – 1/2" per ft
 - Attachment: LRF Adhered
- Base Polyisocyanurate / EPS Insulation (B, C, & D)
 - Thickness: 1"
 - Attachment: Mechanically
- Existing Roof Components – (See Roof Plan Notes)
 - Modified Bitumen BUR
 - Perlite Insulation
 - Tectum & Steel Deck Substrates

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Infrared Moisture Scan
- B. Replacement of wet insulation and/or roof components
- C. Preparation of existing Modified Bitumen BUR roof
- D. Tapered and base polyisocyanurate / EPS insulation
- E. Cover board substrate
- F. PVC thermoplastic membrane
- G. Prefabricated flashings, corners, parapets, stacks, vents, and related details
- H. Fasteners, adhesives, and other accessories required for a complete roofing installation

1.2 REFERENCES

- A. NRCA - The NRCA Roofing and Waterproofing Manual.
- B. ASCE 7 - Minimum Design Loads For Buildings And Other Structures.
- C. UL - Roofing Materials and Systems Directory, Roofing Systems (TGFU.R10128).
- D. ASTM C 1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
- E. ASTM D 751 - Standard Test Methods for Coated Fabrics.

- F. ASTM D 4434 - Standard Specification for Poly Vinyl Chloride Sheet Roofing.
- G. ASTM E 108 - Standard Test Methods for Fire Tests of Roof Coverings.
- H. ASTM E 119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
- I. ASTM D 1079 "Terminology Relating to Roofing and Waterproofing."

1.3 SYSTEM DESCRIPTION

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.
- C. Sustainability:
 - a. Conform to NSF/ANSI Standard 347, "Sustainability Assessment for Single-Ply Roofing Membranes. Minimum certification level: Gold.
 - b. Type III product-specific Environmental Product Declaration.
 - c. Membrane is recyclable at end of use.
- D. Physical Properties:
 - 1. Roof product must meet the requirements of Type III PVC sheet roofing as defined by ASTM D 4434 and must meet or exceed the following physical properties.
 - 2. Overall Thickness / ASTM D751 / ≥ 0.045 in. / 0.080 in. (80 mil), nominal
 - 3. Thickness Over Scrim / ASTM D7635 / ≥ 0.016 in. / 0.041 in. (41 mil)
 - 4. Breaking Strength / ASTM D751 Grab Method / ≥ 200 lbf./in. 1 481 x 341 lbf./in.
 - 5. Elongation / ASTM D751 Grab Method / $\geq 15\%$ / 33% x 33%
 - 6. Seam Strength ASTM D751 Grab Method / ≥ 360 lbf. (75% of Breaking Strength.) / 452 lbf.
 - 7. Tear Strength / ASTM D751 Procedure B / ≥ 45 lbf. / 53 x 196 lbf.
 - 8. Low Temp. Bend / ASTM D2136 / Must Pass at -4* F. / Pass
 - 9. Heat Aging / ASTM D3045 / Conditioned for 56 days in oven maintained at 176* F. / PASS
 - 10. Accelerated Weathering / ASTM G154 (formerly G53) / 5,000 hours total test time. Irradiance level of 0.68 W/m²-nm. Cycle: 8 hours at 145* F, 4 hours condensation at 122* F. / Pass
 - 11. Dimensional Stability / ASTM D1204 / Conditioned for 6 hours in oven maintained at 176* F. Allowable change: $\leq 0.5\%$ / -0.10% x -0.10%
 - 12. Water Absorption / ASTM D570 / Immersed in water at 158* F for 168 hours. Allowable weight change: $\leq 3\%$ / 0.10%
 - 13. Static Puncture / ASTM D5802 / ≤ 33 lbf. / ≤ 33 lbf.
 - 14. Dynamic Puncture / ≤ 14.7 ft-lbf. (20 J) / ≤ 14.7 ft-lbf. (20 J)
- E. Cool Roof Rating Council (CRRC):
 - 1. Membrane must be listed on CRRC website.
 - a. Initial Solar Reflectance: $\geq 85\%$ (white)
 - b. Initial Thermal Emittance: $\geq 89\%$ (white)
 - c. Initial Solar Reflective Index (SRI): ≥ 108 (white)

1.4 SUBMITTALS

- A. Submit under provisions of Section 1330 – Submittal Procedures.
- B. Data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
 - 4. Maintenance requirements.
- C. Sustainability Documentation:
 - a. NSF/ANSI Standard 347 Certificate.
 - b. Type III product-specific Environmental Product Declaration.
- D. Shop Drawings: Indicate insulation pattern, overall membrane layout, field seam locations, joint or termination detail conditions, and location of fasteners.
- E. Verification Samples: For each product specified, two samples, representing actual product, color, and finish.
 - 1. 4 inch by 6 inch sample of roofing membrane, of color specified.
 - 2. 4 inch by 6 inch sample of walkway pad.
 - 3. 6" sample of termination bar, fascia bar with cover, drip edge, wall flashing, counterflashing, and gravel stop if to be used.
 - 4. Each fastener type to be used for installing membrane, insulation/recover board, termination bar and edge details.
- F. Installer Certification: Certification from the roofing system manufacturer that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
- G. Manufacturer's warranties: Provide a sample of roofing manufacturer's warranty per the project requirements with language stating the warranty shall be governed by the laws of the State of Alabama.

1.5 QUALITY ASSURANCE

- A. **Manufacturer Qualifications:** A manufacturer specializing in the production of PVC membrane systems specified for this project with a minimum of **(10) ten years** of successful documented experience manufacturing of membrane using the same formula and utilizing a Quality Control Manual during the production of the membrane roofing system that has been approved by and is inspected by Underwriters Laboratories.
 - 1. Primary roofing materials manufacturer must be the original manufacturer of membrane roofing materials. Products private labeled that are produced by second tier manufacturers will not be acceptable.

2. **Factory-Authorized Technical Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design and extent to those indicated for this Project. Manufacturer's Sales Representative will not be accepted as a technician.
 3. The factory-authorized technical representative is to provide a minimum two (2) inspections of field-assembled components and equipment installation; one inspection at start-up and one final. Provide report results in writing (with photographs) to architect / consultant within three (3) days following each inspection.
 4. A factory-authorized representative shall attend the pre-installation meeting.
- B. **Installer Qualifications:** A qualified company specializing in the installation of roofing systems similar to those specified for this project with a minimum of **(5) five years** of documented successful experience and that is approved, authorized, or licensed by the roofing system manufacturer to install the manufacturer's product and that is eligible to receive manufacturer's warranty as specified for this project.
- C. **Qualification Submittal:** The following qualification information shall be submitted to the owner **prior to the award of the project**. The submittal of false or misleading information may result in the disqualification / rejection of the contractor's bid.
1. The roofing contractor/installer shall be certified with the manufacturer and shall have maintained that status for a minimum of (5) five years prior to the bid process.
 2. The roofing contractor/installer shall have a minimum of (5) five years of successful installation with the same approved roofing manufacturer.
 3. The roofing contractor/installer shall be a single installer ("Roofer") that shall perform all aspects of installing the roof system. Second or third tier roofing sub-contractors will not be allowed unless approved by the owner.
 4. The roofing contractor/installer company must have been in business for no less than five (5) consecutive years under their existing name or the name of an associated parent company.
 5. Upon request by the owner or its representative, the installer shall submit documentation of (3) previously completed roofing projects within the last (5) years of similar type, size, and complexity which most closely reflects the size and complexity of this project.
 6. **Roofing Contractor's / Installers Permanent Full-Time Supervisor/Foreman:**
 - a) The roofing contractor / installer shall provide a permanent full-time supervisor and/or foreman throughout the entire duration of construction / renovation activities such as during installation of the roofing membrane system and sheet metal work.
 - b) The supervisor / foreman who began the project will continue in that capacity for the duration of the project unless otherwise approved by the owner or their representative.

- c) If the supervisor / foreman is not performing the job duties as required in these specifications and as required by the roofing membrane manufacturer the owner or their representative has the right to require the roofing contractor/installer to immediately remove the company personnel performing the role of the supervisor /foreman and change to a different company personnel to fill the position.
 - d) The supervisor / foreman shall be a full-time employee of the roofing contractor's / installer's company.
 - e) The supervisor / foreman shall have (5) five years of successful experience in the installation of roofing systems similar to the type and scope required for this project.
 - f) The supervisor / foreman shall be ON THE ROOF AT ALL TIMES when the roofing system is being installed. This requirement will be strictly enforced.
 - g) Provide supervisor / foreman's resume if requested by the owner.
- D. Prior to installation, provide (1) manufacturer training session that will include the manufacturer's factory authorized technical representative, the roofing contractor's supervisor/foreman, all other roofing contractor/installer employees who will be installing the roof, the owner, and architect / consultant.
- E. Roofing Contractor shall perform a minimum of (2) test welds per day (morning & afternoon) per the manufacturer's requirements and provide a log of these test welds to the architect / consultant.
- F. Perform work in accordance with manufacturer's installation instructions.
- G. Single Source Limitations: Obtain components for membrane roofing system from a single source roofing membrane manufacturer. Provide secondary products only as recommended by the manufacturer of primary products for use with roofing system specified.
- H. There shall be no deviations from the roof membrane manufacturer's specifications or the approved shop drawings without the prior written approval of the manufacturer.

1.6 REGULATORY REQUIREMENTS

- A. Conform to applicable code for roof assembly wind uplift and fire hazard requirements.
- B. Fire Exposure: Provide membrane roofing materials with the following fire-test-response characteristics. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
 - 1. Exterior Fire-Test Exposure:
 - a. Class A; ASTM E 108, for application and roof slopes indicated.
 - 2. Fire-Resistance Ratings: Comply with ASTM E 119 for fire-resistance-rated roof assemblies of which roofing system is a part.
 - 3. Conform to applicable code for roof assembly fire hazard requirements.

C. Conform to IECC (International Energy Conservation Code) and IGCC (International Green Construction Code) cool roof requirements.

D. Wind Uplift:

1. Roofing System Design: Provide a roofing system designed to resist uplift pressures calculated according to the current edition of the ASCE 7-16 Specification *Minimum Design Loads for Buildings And Other Structures*. **(Local wind zone – 169 mph)**

1.7 PRE-INSTALLATION MEETING

A. Convene meeting not less than one week before starting work of this section.

B. Review methods and procedures related to roof deck construction and roofing system including, but not limited to, the following.

1. Meet with Owner, Architect, Owner's roof consultant, additional testing and inspecting agency representative if applicable, roofing installer, roofing system manufacturer's technical representative, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
2. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment, and facilities needed to make progress and avoid delays.
3. Examine existing roof conditions and finishes for compliance with requirements, including flatness and fastening.
4. Review structural loading limitations of roof deck during and after roofing.
5. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
6. Review governing regulations and requirements for insurance and certificates if applicable.
7. Review temporary protection requirements for roofing system during and after installation.
8. Review roof observation and warranty repair procedures after roof installation.

1.8 DELIVERY, STORAGE AND HANDLING

A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storing and mixing with other components.

B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight. **If materials are stored onsite, location must be approved by the Owner.**

C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.

- D. Store roof materials and place equipment in a manner to avoid permanent deflection of deck.
- E. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.9 WARRANTY

- A. **Contractor's Warranty:** The contractor shall warrant the roof application with respect to workmanship and proper application for five (5) years from the effective date of the warranty issued by the manufacturer.
- B. **Manufacturer's Warranty:** Must be (NDL) no-dollar limit type and provide for completion of repairs, replacement of membrane or total replacement of the roofing system at the then-current material and labor prices throughout the life of the warranty. In addition, the warranty must meet the following criteria:
 - 1. Warranty Period: 20 years from date issued by the manufacturer.
 - 2. No exclusion for ponding water conditions.
 - 3. No exclusion for damage caused by biological growth.
 - 4. Issued direct from and serviced by the roof membrane manufacturer.
 - 5. Transferable for the full term of the warranty.
 - 6. Must be governed by the laws of the **State of Alabama** by written amendment.

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. All roofing system components shall be provided or approved by the roof system manufacturer.

(NOTE: The roofing manufacturer will be required to acknowledge and accept the project documents and existing conditions as specified unless a change is authorized by the owner. Any portion of the project specifications, details, or existing conditions found unacceptable by the manufacturer must be resolved prior to the bidding process, by submitting alternate details for approval, if necessary. Proposals for deviations from the project documents will not be accepted after the bidding process.)
- B. Pre-approved Roofing Manufacturers:
 - **(Subject to compliance of the project requirements.)**
 - 1. Carlisle
 - 2. Versico
 - 3. Duro-Last (Basis of Design)
 - 4. GAF
 - 5. Johns Manville

2.2 ROOFING SYSTEM COMPONENTS

- A. Roofing Membrane: Polyvinyl Chloride (PVC) membrane conforming to ASTM D 4434, type III, fabric-reinforced, PVC. Membrane properties as follows:
 - 1. Thickness:
 - a. **80 mil**, nominal
 - 2. Exposed Face Color:
 - a. **Gray / White** (Owner's Choice)
- B. Minimum NSF 347 Gold certified.
- C. Accessory Materials: Provide accessory materials supplied by or approved for use by roof system manufacturer
 - 1. Sheet Flashing: Manufacturer's standard reinforced PVC sheet flashing for use in locations where prefabricated flashings are not available.
 - 2. Factory Prefabricated Flashings: manufactured using Manufacturer's standard reinforced PVC membrane.
 - a. Stack Flashings.
 - b. Curb Flashings.
 - c. Inside and Outside Corners.
 - d. Drain Boots, Composite Drain Rings (CDR) and Dome Strainers.
 - e. Vinyl Coated Pitch Pans.
 - 3. Sealants and Adhesives: Compatible with roofing system and supplied by roof system manufacturer.
 - a. Solvent Base Adhesive
 - b. Water Base Adhesive
 - c. Caulk.
 - d. Strip Mastic.
 - e. Pitch Pocket Filler.
 - 4. Slip Sheet: Compatible with roofing system and supplied by roof system manufacturer for use at locations requiring separation between the new PVC membrane and various substrates.
 - 5. Fasteners and Plates: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane and insulation to substrate. Supplied by roof system manufacturer.
 - a. #15 Extra Heavy Duty Fasteners.
 - b. Manufacturer approved metal / poly plates.
 - 6. PV Anchors

7. Termination and Edge Details: Supplied by roof system manufacturer.
 - a. Termination Bar.
 8. Vinyl Coated Metal: 24 gauge, hot-dipped galvanized, grade 90 metal with a minimum of 17 mil of PVC roofing membrane laminated to one side for use at locations with PVC membrane overlapping / welding to formed metal flashings.
- D. Insulation: Rigid (flat & tapered) polyisocyanurate board, with a strong white or black fibrous glass facer conforming to or exceeding the requirements of ASTM C 1289 / FS HH-I-1972, with the following characteristics:
1. Board Thickness: 1" Base / 1/2" Tapered Start
 2. Slope: 1/4" per foot
 3. Attachment: Mechanically & Low-rise Foam Adhered
 4. (See Scope of Work for specific details / instructions)
- E. Cricket Insulation: Rigid polyisocyanurate board, with a strong white or black fibrous glass facer conforming to or exceeding the requirements of ASTM C 1289 / FS HH-I-1972, with the following characteristics:
1. Board Thickness: Tapered (1/2" Start)
 2. Slope: 1/2" per foot
 3. Attachment: Low-rise Foam Adhered
- F. Coverboard: Glass-mat-faced, water-resistant primed gypsum substrate conforming to ASTM C 1177/C 1177M.
1. 1/2 inch thick
- G. Walkways:
1. Provide non-skid, maintenance-free walkway pads in areas of heavy foot traffic and around mechanical equipment.
 - a. Walkway Pad – 30" X 60"

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that the surfaces and site conditions are ready to receive work.
- B. Verify that the deck is supported and secured.
- C. Verify that the existing roof is clean and smooth, free of depressions, waves, or projections, and properly sloped to drains, valleys, eaves, scuppers or gutters.
- D. Verify that the roof surfaces are dry and free of standing water, ice or snow.
- E. Verify that all roof openings or penetrations through the roof are solidly set.
- F. If substrate preparation is the responsibility of another contractor, notify architect / consultant of unsatisfactory preparation before proceeding.
- G. Prior to re-covering an existing roofing system, conduct an inspection of the roof system accompanied by a representative of the membrane manufacturer.
 1. Determine required fastener type, length, and spacing, and submit any requested changes to the architect / consultant.

2. Verify that moisture content of existing roofing is within acceptable limits beyond the areas identified by the infrared moisture scan.
3. Identify damaged areas requiring repair before installation of new roofing.
4. Conduct core cuts as required to verify information required.

3.2 PREPARATION

- A. Replace all "wet" materials (insulation, coverboards, felt plies, cap sheet, flashings, etc.) identified by the infrared moisture scan process with new "dry" polyisocyanurate insulation matching the existing roof system thickness and slopes.
- B. Replace deteriorated decking per the project documents and building code requirements.
- C. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- D. Surfaces shall be clean, smooth, free of fins, sharp edges, loose and foreign material, oil, grease, and bitumen.
- E. Remove all base flashings, counter flashings, pitch pans, pipe flashings, vents and like components necessary for application of new membrane, if required by the manufacturer.
- F. Remove abandoned equipment curbs, skylights, penetrations, etc. Install decking to match existing as directed by the Owner's Representative.
- G. Raise, (disconnect by licensed craftsmen, if necessary) all HVAC units and other equipment supported by curbs to conform with the following:
 - 1) Modify curbs as required to provide a minimum 8" base flashing height measured from the surface of the new membrane to the top of the flashing membrane or as directed by the existing conditions and drawing details.
 - 2) Secure top of flashing and install new metal counter flashing prior to re-installation of equipment.
- H. Perimeter nailers must be elevated to match elevation of new roof insulation (Cover board may be allowed to extend over perimeter wood blocking).
- I. Immediately remove all debris from roof surface. Demolished roof system may not be stored on the roof surface.
- J. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 INSTALLATION

- A. Attach base layer of insulation material into place and fasten with the manufacturer's required fasteners and disk plates per the necessary fastening pattern. Fasteners and plates are to be driven until enough pressure is applied to keep from spinning. DO NOT OVERDRIVE fasteners. Fastening patterns are determined by the manufacturer's approvals, pull test values, and the required uplift pressure. Install plates in a uniformed pattern.

- B. Adhere additional layers of insulation (tapered & fill) utilizing the manufacturer's required low-rise foam adhesive to meet local wind uplift specifications.
- C. Mechanically attach the cover board over required roof areas with #15 fasteners and disk plates per the required fastening pattern. (Adhere cover board at other required roof areas utilizing the manufacturer's required low-rise foam adhesive to meet local wind uplift specifications.)
- D. Install insulation and cover board with long joints of board in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch (6 mm) with cover board.
- E. Install roofing membrane in accordance with roofing system manufacturer's written instructions, applicable recommendations of the roofing manufacturer and requirements in this Section.
- F. Coordinate installing roofing system so insulation and other components of the roofing membrane system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is imminent.
- G. Provide tie-offs at end of each day's work to cover exposed roofing membrane sheets and insulation as directed and approved by the roofing manufacturer.
 - a. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
 - b. Remove and discard temporary seals before beginning work on adjoining roofing.
- H. Unroll the membrane over the installed cover board and allow the membrane to relax to eliminate wrinkles. Do not over-tighten membrane.
- I. Accurately align roofing membrane and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- J. Bonding Adhesive: Apply water-based bonding adhesive to substrate and underside of roofing membrane at rate required by manufacturer and allow to partially dry before installing roofing membrane. Do not apply bonding adhesive to splice area of roofing membrane.
- K. Mechanically fasten roofing membrane securely at terminations, penetrations, and perimeter of roofing.
- L. Apply roofing membrane with side laps shingled with slope of roof deck where possible.
- M. Seaming:
 - 1. Clean seam areas, overlap roofing membrane, and hot-air weld side and end laps of roofing membrane according to manufacturer's written instructions to ensure a watertight seam installation.
 - a. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of roofing membrane.
 - b. Verify field strength of seams a minimum of twice daily and repair seam sample areas.

- c. Remove and repair any unsatisfactory sections before proceeding with Work.
 - d. Repair tears, voids, and lapped seams in roofing membrane that do not meet requirements.
 2. Spread sealant or mastic bed over deck drain flange at deck drains and securely seal roofing membrane in place with clamping ring or install new insert, if specified.
 3. Install roofing membrane and auxiliary materials to tie-in to existing roofing.
 4. Weld overlapping sheets together using hot air. Minimum weld width is 1-1/2 inches.
 5. Check field welded seams for continuity and integrity and repair all imperfections by the end of each workday.
- N. Membrane Termination/Securement: All membrane terminations shall be completed in accordance with the membrane manufacturer's requirements.
 1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.
 2. Provide securement at any angle change where the slope or combined slopes exceeds two inches in one horizontal foot.
- O. Flashings: Complete all flashings and terminations as indicated on the drawings and in accordance with the membrane manufacturer's requirements.
 1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.
 - a. Do not apply flashing over existing thru-wall flashings or weep holes.
 - b. Secure flashing on a vertical surface before the seam between the flashing and the main roof sheet is completed.
 - c. Extend flashing membrane a minimum of 6 inches (152 mm) onto the main roof sheet beyond the mechanical securement.
 - d. Use care to ensure that the flashing does not bridge locations where there is a change in direction (e.g. where the parapet meets the roof deck).
 2. Penetrations:
 - a. Flash all pipes, supports, soil stacks, cold vents, and other penetrations passing through the roofing membrane as indicated on the Drawings and in accordance with the membrane manufacturer's requirements.
 - b. Utilize custom prefabricated flashings supplied by the membrane manufacturer.
 - c. Existing Flashings: Remove when necessary to allow new flashing to terminate directly to the penetration.
 3. Pipe Clusters and Unusual Shapes:
 - a. Clusters of pipes or other penetrations which cannot be sealed with prefabricated membrane flashings shall be sealed by surrounding them with a prefabricated vinyl-coated metal pitch pan and sealant supplied by the membrane manufacturer.
 - b. Vinyl-coated metal pitch pans shall be installed, flashed and filled with sealant in accordance with the membrane manufacturer's requirements.

- c. Pitch pans shall not be used where prefabricated or field fabricated flashings are possible.

P. Roof Drains:

1. Verify all roof drains are open and allowing moisture to properly flow. **(Note: The contractor shall obtain the services of a licensed plumbing contractor to scope all drains, clear any debris, clogs, etc. and ensure all plumbing is secure with no leaks prior to the beginning of any roofing work adjacent to the drain locations.)**
2. Coordinate the installation of roof drains and/or insert drain flashings.
3. Remove existing flashing and asphalt at existing drains in preparation for sealant and membrane.
4. Install new roof drain inserts and flashings approved and warranted by the roofing manufacturer.

Q. Edge Details:

1. Provide edge details as indicated on the Drawings. Install in accordance with the membrane manufacturer's requirements.
2. Join individual sections in accordance with the membrane manufacturer's requirements.
3. Coordinate installation of metal flashing and counter flashings.
4. Manufactured Roof Specialties: Coordinate installation of copings, counter flashing systems, gutters, downspouts, and roof expansion assemblies as required.

R. Walkways:

1. Install walkways in accordance with the membrane manufacturer's requirements.
2. Provide walkways where indicated on the Drawings.
3. Install walkway pads at roof hatches, access doors, rooftop ladders and all other traffic concentration points regardless of traffic frequency. Provided in areas receiving regular traffic to service rooftop units or where a passageway over the surface is required.
4. Do not install walkways over flashings or field seams until manufacturer's warranty inspection has been completed.

S. Water cut-offs:

1. Provide water cut-offs on a daily basis at the completion of work and at the onset of inclement weather.
2. Provide water cut-offs to ensure that water does not flow beneath the completed sections of the new roofing system.
3. Remove water cut-offs prior to the resumption of work.
4. The integrity of the water cut-off is the sole responsibility of the roofing contractor.
5. Any membrane contaminated by the cut-off material shall be cleaned or removed.

3.4 FIELD QUALITY CONTROL

- A. The factory-authorized technical representative is to provide a minimum two (2) inspections of field-assembled components and equipment installation; one inspection at start-up and one final. Provide report results in writing (with photographs) to the architect / consultant within three (3) days following each inspection. All application errors shall be addressed with the final punch list completed immediately following the final inspection.
- B. The Owner's roof consultant will be performing various inspections throughout the project to document the progress of the work, identify potential roofing related issues, and assist the owner / contractor with unforeseen circumstances. The Contractor will be required to engage with the roof consultant during the work and comply with any necessary requests, directives, etc.

3.5 PROTECTION

- A. Protect installed roofing products from construction operations until the completion of the project.
- B. Where traffic is anticipated over completed roofing membrane, protect from damage using durable materials that are compatible with membrane.
- C. Repair or replace damaged products after work is completed.

END OF SECTION

POLYVINYL-CHLORIDE (PVC) ROOFING (SCOPE OF WORK)

A. Owner Requirements:

1. The owner's roof consultant will perform an infrared moisture scan prior to the start of any work. Anomalies identified during the infrared scan will be marked on the roof surface to identify locations of potential moisture within the existing roof systems.

B. Contractor Requirements:

1. Broom / clean the existing roof surfaces to remove any trash, debris, excess granules, etc.
2. Cut/verify all marked anomalies identified during the infrared moisture scan process and replace confirmed areas of moisture. All wet insulation components shall be replaced with new polyisocyanurate insulation to match the existing roof thickness, slopes, etc. per the unit prices and included amounts noted in the project documents. New replacement insulation shall be mechanically attached with the manufacturer's recommended fasteners and plates to achieve local wind uplift requirements. Identified areas of wet roofing components with no insulation shall be removed to verify the condition of the existing deck with new materials installed directly over the cleaned / repaired deck substrate.
(Note: The contractor will be required to document the replacement of wet roofing components with photographs during the replacement process. All areas of replacement shall be noted on the roof plan with measurements.)
3. Replace deteriorated decking and/or wood blocking located during the wet material replacement with new decking / blocking matching the type and size of the existing materials per the unit prices and included amounts noted in the project documents.
(Note: The contractor will be required to document the replacement of decking and blocking components with photographs during the replacement process. All areas of replacement shall be noted on the roof plan with measurements.)
4. Remove any flashings or existing roof components required by the roofing manufacturer.
5. **Roof Area A:** Mechanically attach an approved 1/2" cover board (HD Polyiso, Primed Densdeck, Securerock, etc.) over the existing roof system using the manufacturer's recommended fasteners and plates to achieve local wind uplift requirements.
6. **Roof Areas B, C, & D:** Install new wood blocking at perimeter roof areas, to match the thickness of the new base and tapered insulation. **(Note: Some locations will require multiple layers of wood blocking to match the new insulation.)**
7. **Roof Areas B, C, & D:** Mechanically attach a 1" polyisocyanurate / EPS insulation base layer over the existing roof system using the manufacturer's recommended fasteners and plates to achieve local wind uplift requirements.
8. **Roof Areas B, C, & D:** Adhere 1/4" tapered polyisocyanurate / EPS insulation over the mechanically attached base layer per the slopes indicated on the project drawings utilizing the manufacturer's required low-rise foam adhesive to achieve local wind uplift requirements.
9. **Roof Areas B, C, & D:** Adhere an approved 1/2" cover board (HD Polyiso, Primed Densdeck, Securerock, etc.) over the new tapered insulation utilizing the manufacturer's required low-rise foam adhesive to achieve local wind uplift requirements.

10. **All Roof Areas:** Adhere 1/2" tapered polyisocyanurate insulation crickets / saddles with a 1/2" start thickness at the top side of mechanical curbs and additional locations identified on the project drawings utilizing the manufacturer's required low-rise foam adhesive to achieve local wind uplift requirements.
11. Eliminate abandoned roof penetrations, curbs, etc. and install new decking to match existing per the unit prices and included amounts noted in the project documents. **(Note: The contractor will be required to document the removal of abandoned penetrations and decking replacement with photographs during the replacement process. All areas of replacement shall be noted on the roof plan with measurements.)**
12. Extend low roof penetrations to meet all codes and the manufacturer's warranty requirements.
13. Fully adhere 80 mil PVC membrane using the manufacturer's required adhesive (Owner to select color – White / Gray).
14. Base / Wall Flashings – Install base / wall flashings using thermoplastic (PVC) membrane fully adhered in membrane adhesive per the manufacturer's recommendations. New base / wall flashings shall include the installation of a 1/2" coverboard, fire-rated plywood, or other approved coverings over the existing wall conditions. (Note: 60 mil PVC membrane may be installed at these flashing locations, if approved by the roofing manufacturer in accordance with the warranty requirements.)
15. Install new roof drain inserts at all drain locations with PVC coated flashings as required by the roofing manufacturer. **(Note: The contractor shall obtain the services of a licensed plumbing contractor to scope all drains, clear any debris, clogs, etc. and ensure all plumbing is secure with no leaks prior to the beginning of any roofing work adjacent to the drain locations.)**
16. Install new PVC coated thru-wall overflow scuppers at areas identified on the project drawings. **(Note: New overflow scuppers shall be sized at no less than 8"H X 12"W)**
17. Replace the existing thru-wall scuppers with new PVC coated scuppers. **(Note: Existing overflow scuppers shall be enlarged to no less than 8"H X 12"W.)**
18. Install new 24 Gauge PVC coated metal flashings at all locations with new roof membrane overlapping / heat welding to metal flanges. (Pitch pans, penetration flashings, thru-wall scuppers, etc.)
19. Install new .040 pre-finished aluminum counter flashings, exterior scupper collars, edge / eave flashings, etc. at all required locations – (Color to be selected by owner).
20. Reflash all existing penetrations, curbs, vents, etc. per the roofing manufacturer's requirements. **(Note: The disconnect, movement, and re-connect of existing equipment shall be the responsibility of the installing contractor including any necessary electrical, plumbing, and/or mechanical work to ensure the proper installation of the new roof system. All subcontractors must be properly licensed, insured, and approved by the owner prior to the beginning of any work.)**
21. Seal existing concrete copings with tinted elastomeric coating to match the color of the existing substrates.

22. Seal all vertical masonry walls located above roof areas with a clear siloxane based sealant per the manufacturer's requirements.
23. Replace the existing wall-mounted ladder between roof areas B and C.
24. Replace the existing roof hatch located at roof area C. The new roof hatch shall be sized to fit the existing roof curb opening.
25. The contractor shall comply with all OSHA standards. The OSHA standards are subject to change, and such changes may affect the contractor in his performance under the contract. It is the contractor's responsibility to know such changes and effective dates of changes.
26. The contractor shall provide all license, permits, insurance, disposal fees, etc. required for the project.
27. Provide the Owner with a 5-year Contractor's Workmanship Guarantee.
28. Provide the Owner with a 20-year NDL (No Dollar Limit) Manufacturer's Warranty.
29. See associated project specifications for additional details and information regarding the required work.

END OF SECTION

SECTION 07620 - FLASHING AND SHEET METAL

PART 1 - GENERAL

(NOTE: All flashing and sheet metal work shall be installed to meet and/or exceed ANSI / SPRI ES-1 installation requirements.)

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Conform to profiles and sizes indicated on drawings or by existing conditions and comply with "Architectural Sheet Metal Manual" by SMACNA, for each general category of work required.
- B. Section Includes:
 - 1. Formed Products:
 - a. Formed sheet metal edge flashing fabrications.
 - b. Formed wall sheet metal fabrications.
- C. Related Sections:
 - 1. Division 6 Section "Rough Carpentry" for wood nailers, curbs, and blocking.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: Show layouts of sheet metal flashing and trim, including plans and elevations. Distinguish between shop- and field-assembled work. Include the following:
 - 1. Identify material, thickness, weight, and finish for each item and location in Project.
 - 2. Details for forming sheet metal flashing and trim, including profiles, shapes, seams, and dimensions.
 - 3. Details for fastening, joining, supporting, and anchoring sheet metal flashing and trim, including fasteners, clips, cleats, and attachments to adjoining work.
 - 4. Details of expansion-joint covers, including showing direction of expansion and contraction.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying a strippable, temporary protective film before shipping.

- B. PVC-Coated Steel Sheet: ASTM A 792 Class AZ50 coating designation, Grade 50; structural quality. Restricted flatness steel sheet, metallic coated by the hot-dip process and pre-painted by the coil-coating process to comply with ASTM A 755/A 755M.
 - 1. Exposed PVC Coated Finish: Hot dipped galvanized G-90 with 17 mil PVC film laminated to one side.
 - 2. Color: Selected from manufacturer's full range of colors and finishes.
 - 3. Sheet Thickness: 24 Ga.
 - 4. Sheet Size: 4' X 10'
- C. Aluminum Sheet: ASTM B 209, alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required.
 - 1. Exposed Coated Finish: Two-Coat Fluoropolymer: AAMA 620. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat (Kynar finish). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - 2. Color: Selected from manufacturer's full range of colors and finishes.
 - 3. Sheet Thickness: .040
 - 4. Sheet Size: 4' X 10'
- D. Galvanized Steel: ASTM A653, G90, commercial or lock-forming quality, hot-dip galvanized steel sheet with 0.20-percent copper, mill phosphatized for painting.
 - 1. Exposed Coated Finish: Two-Coat Fluoropolymer: AAMA 620. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat (Kynar finish). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - 2. Color: Selected from manufacturer's full range of colors and finishes
 - 3. Sheet Thickness: 24 Ga.
 - 4. Sheet Size: 4' X 10'
- E. Cleats: Sheet metal cleats shall be utilized at all required details to ensure compliance with ANSI / SPRI ES-1 attachment methods. New sheet metal cleats shall be properly sized and match the attached metal flashing type (Aluminum, Copper, etc.).
- F. Fabricate sheet metal with flat-lock seams; solder with type solder and flux recommended by manufacturer, except seal aluminum seams with epoxy metal seam cement and, where required for strength, rivet seams and joints.
- G. Coat back-side of fabricated sheet metal with 15-mil sulfur-free bituminous coating, SSPC-Paint 12, where required to separate metals from corrosive substrates, including cementitious materials, wood or other absorbent materials; or provide other permanent separation.

- H. Provide for thermal expansion of running sheet metal work by overlaps of expansion joints in fabricated work. Where required for water-tight construction, provide hooked flanges filled with polyisobutylene mastic for 1-inch embedment of flanges. Space joints at intervals of not more than 50 feet for steel, 24 feet for copper or stainless steel, or 30 feet for zinc alloy or aluminum. Conceal expansion provisions where possible.
- I. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
 - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating.
 - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
 - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
 - 2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
 - 3. Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.
 - 4. Fasteners for Zinc-Tin Alloy-Coated Stainless-Steel Sheet: Series 300 stainless steel.
 - 5. Fasteners for Zinc-Coated (Galvanized)] or Aluminum-Zinc Alloy-Coated Steel Sheet: Hot-dip galvanized steel according to ASTM A 153/A 153M or ASTM F 2329 or Series 300 stainless steel.
 - 6. Fasteners for Zinc Sheet: Hot-dip galvanized steel according to ASTM A 153/A 153M or ASTM F 2329 or Series 300 stainless steel.
 - 7. Fasteners for Copper Sheet: Copper plated stainless-steel zip fasteners / Copper rivets with steel mandrels.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Anchor work in place with noncorrosive fasteners, adhesives, setting compounds, tapes and other materials and devices as recommended by manufacturer of each material or system. Provide for thermal expansion and building movements.
- B. Seal moving joints in metal work with elastomeric joint sealants, complying with requirements specified in Division 7 Section "Joint Sealants."
- C. Nail flanges of expansion joint units to substrates at spacing of 6 inches o.c.
- D. Performance: Water-tight and weatherproof performance of flashing and sheet metal work is required.
- E. Fastener Sizes: Use fasteners of sizes that will penetrate wood sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.

3.2 ROOF DRAINAGE SYSTEM INSTALLATION

- A. General: Install sheet metal roof drainage items to produce complete roof drainage system according to SMACNA recommendations and as indicated. Coordinate installation of roof flashing with installation of roof drainage system where applicable.

3.3 WALL FLASHING INSTALLATION

- A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to SMACNA recommendations and as indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.
- B. Opening Flashings in Frame Construction: Install continuous head, sill, jamb, and similar flashings to extend 4 inches beyond wall openings.

3.4 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.
- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of installation, remove unused materials and clean finished surfaces. Maintain in a clean condition during construction.
- E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 07620

SECTION 077233 - ROOF HATCHES

PART 1 - GENERAL

1.1 SUMMARY

- A. Work Included: Provide factory-fabricated roof hatches for ladder access.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's product data.
- B. Shop Drawings: Submit shop drawings including profiles, accessories, location, adjacent construction interface, and dimensions.
- C. Warranty: Submit executed copy of manufacturer's standard warranty.

1.3 QUALITY ASSURANCE

- A. Manufacturer: A minimum of 5 years experience manufacturing similar products.
- B. Installer: A minimum of 2 years experience installing similar products.
- C. Manufacturer's Quality System: Registered to ISO 9001 Quality Standards including in-house engineering for product design activities.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Deliver products in manufacturer's original packaging. Store materials in a dry, protected, well-vented area. Inspect product upon receipt and report damaged material immediately to delivering carrier and note such damage on the carrier's freight bill of lading.

1.5 WARRANTY

- A. Manufacturer's Warranty: Provide manufacturer's standard warranty. Materials shall be free of defects in material and workmanship for a period of five years from the date of purchase. Should a part fail to function in normal use within this period, manufacturer shall furnish a new part at no charge.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Basis-of-Design: Type E Roof Hatch by The BILCO Company, P.O. Box 1203, New Haven, CT 06505, 1-800-366-6530, Fax: 1-203-535-1582, Web: www.BILCO.com.

2.2 ROOF HATCH

- A. Furnish and install where indicated on plans metal roof hatch Type E, size width: 36" (914mm) x length: 36" (914mm). Length denotes hinge side. The roof hatch shall be single leaf. The roof hatch shall be pre-assembled from the manufacturer.

- B. Performance characteristics:
1. Cover shall be reinforced to support a minimum live load of 40 psf (195kg/m²) with a maximum deflection of 1/150th of the span or 20 psf (97 kg/m²) wind uplift.
 2. Operation of the cover shall be smooth and easy with controlled operation throughout the entire arc of opening and closing.
 3. Operation of the cover shall not be affected by temperature.
 4. Entire hatch shall be weather tight with fully welded corner joints on cover and curb.
- C. Cover: Shall be [select: 14 gauge (1.9mm) galvanized steel or 11 gauge (2.3mm) aluminum] with a 3" (76mm) beaded flange with formed reinforcing members. Cover shall have a heavy extruded EPDM rubber gasket that is bonded to the cover interior to assure a continuous seal when compressed to the top surface of the curb.
- D. Cover insulation: Shall be fiberglass of 1" (25mm) thickness, fully covered and protected by a metal liner [select: 22 gauge (.8mm) galvanized steel or 18 gauge (1mm) aluminum].
- E. Curb: Shall be 12" (305mm) in height and of [select: 14 gauge (1.9mm) galvanized steel or 11 gauge (2.3mm) aluminum]. The curb shall be formed with a 3-1/2" (89mm) flange with 7/16" (11.1mm) holes provided for securing to the roof deck. The curb shall be equipped with an integral metal capflashing of the same gauge and material as the curb, fully welded at the corners, that features the Bil-Clip® flashing system, including stamped tabs, 6" (153mm) on center, to be bent inward to hold single ply roofing membrane securely in place.
- F. Curb insulation: Shall be rigid, high-density fiberboard of 1" (25mm) thickness on outside of curb.
- G. Lifting mechanisms: Manufacturer shall provide compression spring operators enclosed in telescopic tubes to provide, smooth, easy, and controlled cover operation throughout the entire arc of opening and closing. The upper tube shall be the outer tube to prevent accumulation of moisture, grit, and debris inside the lower tube assembly. The lower tube shall interlock with a flanged support shoe [for aluminum construction: welded to the curb assembly; for steel construction: through bolted to the curb assembly].
- H. Hardware
1. Heavy pintle hinges shall be provided
 2. Cover shall be equipped with a spring latch with interior and exterior turn handles
 3. Roof hatch shall be equipped with interior and exterior padlock hasps.
 4. The latch strike shall be a stamped component bolted to the curb assembly.
 5. Cover shall automatically lock in the open position with a rigid hold open arm equipped with a 1" (25mm) diameter red vinyl grip handle to permit easy release for closing.
 6. All hardware shall be zinc plated and chromate sealed. [For installation in highly corrosive environments or when prolonged exposure to hot water or steam is anticipated, specify Type 316 stainless steel hardware].

7. Cover hardware shall be bolted into heavy gauge channel reinforcing welded to the underside of the cover and concealed within the insulation space.

- I. Finishes: Factory finish shall be alkyd based red oxide primed steel.

2.3 HATCH RAIL SYSTEM

- A. Furnish and install hatch rail system Model RL2-E. The hatch rail system shall be field assembled and installed per the manufacturer's instructions.
- B. Performance characteristics:
 1. High visibility safety yellow powder coat paint finish (*other colors available as a special order*).
 2. Hatch rail system shall attach to the cap flashing of the roof hatch and shall not penetrate any roofing material.
 3. Hatch rail system shall satisfy the requirements of OSHA 29 CFR 1910.29 and shall meet OSHA strength requirements with a factor of safety of two.
 4. Corrosion resistant construction with a five-year warranty.
 5. Hinged gate shall ensure continuous barrier around the roof hatch.
 6. Self-closing gate hinge and positive latching system provided with hatch rail system.
- C. Posts and Rails: 1-1/4" (32mm) 6061 T6 schedule 40 aluminum pipe
- D. Hardware: Mounting brackets shall be 3/8" (9mm) thick extruded aluminum. Pivoting post guides with compression fittings and latching mechanism shall be cast aluminum. Self-closing hinges and all fasteners shall be type 316 stainless steel.

PART 3 - EXECUTION

3.1 EXAMINATION

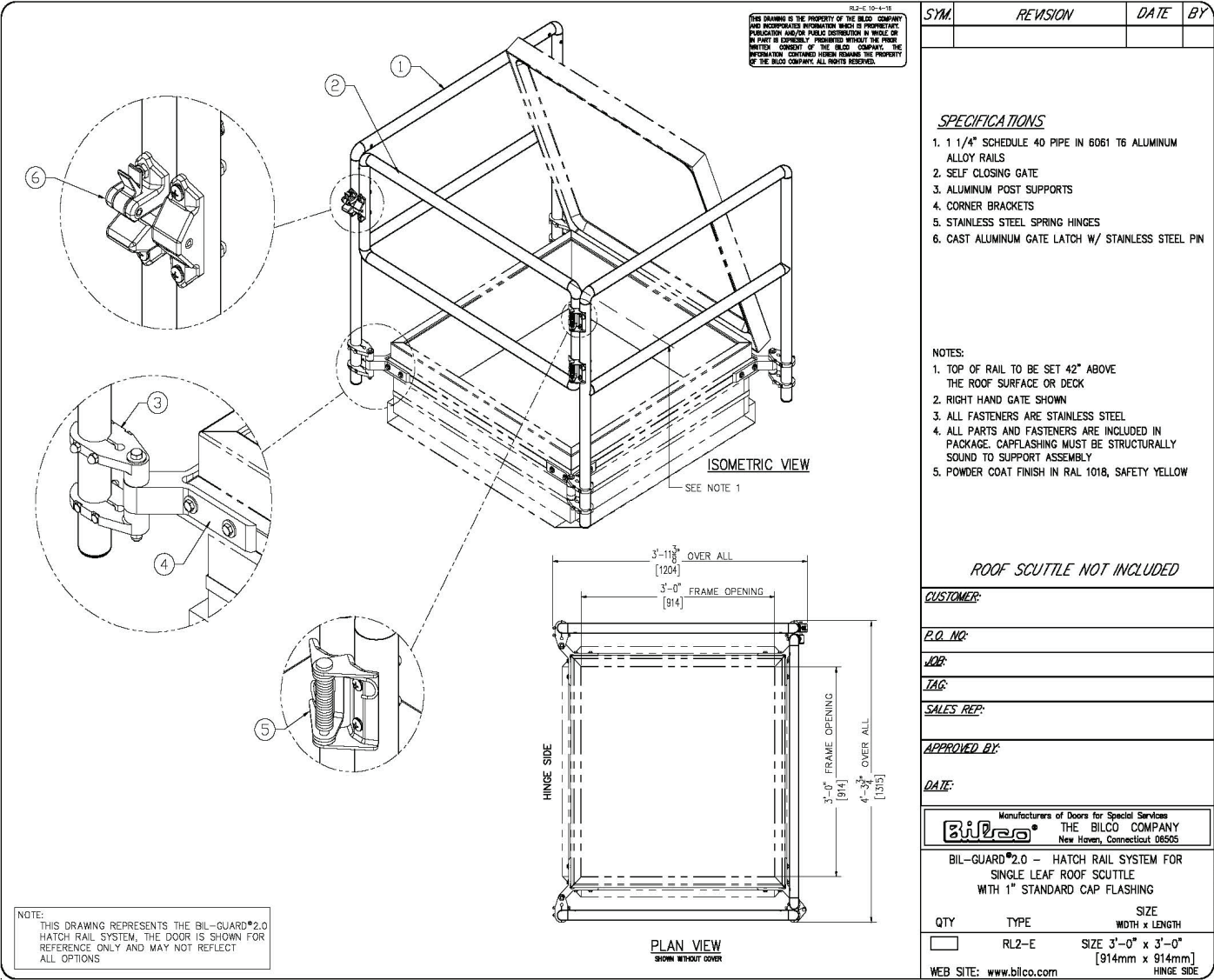
- A. Examine substrates and openings for compliance with requirements for installation tolerances and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install products in strict accordance with manufacturer's instructions and approved submittals. Locate units level, plumb, and in proper alignment with adjacent work.
 1. Test units for proper function and adjust until proper operation is achieved.
 2. Repair finishes damaged during installation.
 3. Restore finishes so no evidence remains of corrective work.

3.3 ADJUSTING AND CLEANING

- A. Clean exposed surfaces using methods acceptable to the manufacturer which will not damage finish.



END OF SECTION

ROOF HATCHES (SCOPE OF WORK)

A. Contractor Requirements:

1. Replace all existing roof hatches with new approved hatches.
2. Install new handrail / guardrail components around the perimeter of roof hatches as required by current OSHA standards.
3. The contractor shall comply with all OSHA standards. The OSHA standards are subject to change, and such changes may affect the contractor in his performance under the contract. It is the contractor's responsibility to know such changes and effective dates of changes.
4. The contractor shall provide all license, permits, insurance, disposal fees, etc. required for the project.
5. Provide the Owner with a 5-year Contractor's Workmanship Guarantee.
6. Provide the Owner with a 5-year Manufacturer's Warranty.
7. See associated project specifications for additional details and information regarding the required work.

END OF SECTION

SECTION 079200 - JOINT SEALANTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Exterior sealants.
- B. Metal lap joint sealants.
- C. Joint accessories.

1.2 RELATED SECTIONS

- A. Roofing & Waterproofing

1.3 REFERENCES

- A. ASTM International (ASTM):
 - 1. ASTM C 510 - Standard Test Method for Staining and Color Change of Single or Multi-component Joint Sealants.
 - 2. ASTM C 719 - Standard Test Method for Adhesion and Cohesion of Elastomeric Joint Sealants under Cyclic Movement (Hockman Cycle).
 - 3. ASTM C 794 - Standard Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants.
 - 4. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants.
 - 5. ASTM C 1087 - Standard Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems.
 - 6. ASTM C 1193 - Standard Guide for Use of Joint Sealants.
 - 7. ASTM C 1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants.
 - 8. ASTM D 412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers Tension.
 - 9. ASTM D 679 - Methods of Testing and Tolerances for Certain Fine Staple Cotton Gray Goods.
 - 10. ASTM D 816 - Standard Test Methods for Rubber Cements.
 - 11. ASTM D 1002 - Standard Test Method for Apparent Shear Strength of Single-Lap-Joint Adhesively Bonded Metal Specimens by Tension Loading (Metal-to-Metal).
 - 12. ASTM D 2203 - Standard Test Method for Staining from Sealants.
 - 13. ASTM D 2240 - Standard Test Method for Rubber Property Durometer Hardness

1.4 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Test Reports:
 - 1. Submit results of laboratory pre-construction testing.
 - 2. Submit results of field pre-construction testing.
 - 3. Submit manufacturer's recommendations for joint preparation, priming, and joint accessory materials based on test results.
 - 4. Submit manufacturer's recommended installation procedure modifications resulting from field adhesion tests.

- D. Shop Drawings: Submit details to show installation and interface between sealants and adjacent work.
- E. Selection Samples: For each finish product specified, two complete sets of color charts for each sealant type for initial selection.
- F. Verification Samples: For each finish product specified, two samples, standard cured color samples for each sealant type illustrating selected colors.
- G. Manufacturer's Certificate:
 - 1. Certify products are suitable for intended use and products meet or exceed specified requirements.
 - 2. Certify applicator is approved by manufacturer.
- H. Qualifications Data:
 - 1. Submit applicator's qualifications, including reference projects of similar scope and complexity, with current phone numbers and contact names of architects and owners for verification.
- I. Manufacturer's Field Reports:
 - 1. Indicate time present at project site.
 - 2. Include observations; indicate compliance with manufacturer's installation instructions, and supplemental instructions provided to installers.
- J. Operation and Maintenance Data:
 - 1. Submit recommended inspection intervals.
 - 2. Submit instructions for repairing and replacing failed sealant joints.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Minimum 10 year experience manufacturing similar products.
- B. Applicator Qualifications:
 - 1. Company specializing in performing work of this section with minimum three years documented experience, minimum three successfully completed projects of similar scope and complexity and approved by manufacturer.
 - 2. Designate one individual as project foreman who shall be on site at all times during installation.
- C. Laboratory Pre-Construction Testing:
 - 1. Test sealants, joint accessories, and joint substrates in accordance with the following, before starting work of this section:
 - a. Obtain samples of joint substrate products specified in other sections.
 - b. Adhesion: ASTM C 794 and ASTM C 719; determine surface preparation and required primer.
 - c. Compatibility: ASTM C 1087; determine materials forming joints and adjacent materials do not adversely affect sealant materials and do not affect sealant color.
 - d. Staining: ASTM D 2203, ASTM C 510, or ASTM C 1248; determine sealants will not stain joint substrates.
 - 2. Pre-construction testing is not required when sealant manufacturer can furnish data acceptable to Architect based on previous testing for materials matching those of the Work.

- D. Field Pre-Construction Testing:
 - 1. Test each elastomeric sealant and joint substrate in accordance with the following, before beginning work of this section:
 - a. Install sealants in field samples and mockups using joint preparation methods determined by laboratory pre-construction testing.
 - b. Remove existing sealant, clean joint, and install new sealant using manufacturer's recommended joint preparation methods.
 - c. Install field-test joints in inconspicuous location as approved by Architect].
 - d. Test Method: Manufacturer's standard field adhesion test to verify joint preparation and primer required to obtain optimum adhesion of sealants to joint substrate.
 - e. When test indicates sealant adhesion failure, modify joint preparation, primer, or both and retest until joint passes sealant adhesion test.
- E. Mockup:
 - 1. Install sealants in mockups specified in other sections including sealant and joint accessories to illustrate installation quality and color.
 - 2. Incorporate accepted mockup as part of Work.
 - 3. Repair seal joint mockups used for field adhesion testing.

1.6 PRE-INSTALLATION MEETINGS

- A. Convene minimum two weeks prior to starting work of this section.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging bearing the brand name and manufacturer's identification until ready for installation.
- B. Store primers and sealants in cool dry location with ambient temperature range of 60 to 80 degrees F (15 to 27 degrees C).
- C. Handling: Handle materials to avoid damage.

1.8 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.
- B. Optimal application temperature is 32 degree F (0 degree C) and rising.
 - 1. Maintain sealant at room temperature before applying. If temperatures are below 32 degrees F (0 degrees C) contact manufacturer's customer service for application guidelines.

1.9 SEQUENCING

- A. Schedule work so waterproofing, water repellents and preservative finishes are installed after sealants, unless sealant manufacturer approves otherwise in writing.

- B. Ensure sealants are cured before covering with other materials.
- C. Ensure that Work of this section are supplied to affected trades in time to prevent interruption of construction progress.

1.10 WARRANTY

- A. Provide manufacturer's signed standard limited warranty, against adhesive and cohesive failure of sealant and against infiltration of water and air through sealed joint for period of 1 year from date of completion.
 - 1. Manufacturer's standard warranty covering sealant materials.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design: Chem Link, 353 E. Lyons St.; Schoolcraft, MI 49087 ; Toll Free Tel: 800-826-1681; Tel: 269-679-4440 ; Fax: 269-679-4448
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

2.2 POLYETHER SEALANTS

- A. Type: 100% solids one-component, gun grade, polyether-base material. The sealant shall cure under the influence of atmospheric moisture to form an elastomeric joint material.
 - 1. Regulatory Compliance:
 - a. Conforms to OTC Rule for Sealants
 - b. Meets requirements of California Regs: CARB, BAAQMD and SCAQMD
 - c. Product does not contain cancer causing chemicals listed in California Proposition 65.
- B. Product: M-1 Structural Adhesive/Sealant as manufactured by Chem Link.
 - 1. ASTM C 920, Type S, Grade NS, Class 35, Use T1, NT, M, A, G and O.
 - 2. Federal Specification TT-C-0230C, Type II, Class B.
 - 3. CAN/CGSB-19.13-M87, Classification MCG-2-25-A-N, No. 81026.
 - 4. Conforms to USDA requirements for Non-food Contact.
 - 5. VOC Content: Less than 20 grams / liter ASTM D2369 EPA Method 24 (tested at 240 degree F / 115 degree C).
 - 6. Performance Requirements:
 - a. Tensile Properties (ASTM D-412) at 21 days: Tensile Stress: 370-psi minimum. Elongation at Break: 525%.
 - b. Shear Strength (ASTM D-1002): 390 psi.
 - c. Shore A Hardness (ASTM D-2240) at 21 days: 45.
 - d. Adhesion in Peel (TT-S-00230C, ASTM C 794).
 - e. Service Range: -40 degree to 200 degree F (-40 degree to 93 degree C).
 - f. The sealant shall conform The sealant shall be non-staining.
 - g. Optimal application temperature 32 degree F (0 degree C) and rising. Maintain sealant at room temperature before applying. If temperatures are below 32 degrees F (0 degrees C) contact manufacturer's customer service for application guidelines.

- C. Product: NovaLink 35 Concrete - Masonry Sealant as manufactured by Chem Link.
1. ASTM C 920, Type S, Grade NS, Class 35, Use T1, NT, M, A, G and O.
 2. Federal Specification TT-S-00230C, Type II, Class B.
 3. CAN/CGSB-19.13-M87, Classification MCG-2-25-A-N.
 4. Conforms to USDA requirements for Non-food Contact.
 5. VOC Content: Less than 24 grams / liter ASTM D2369 EPA Method 24 (tested at 240 degree F / 115 degree C).
 6. Performance Requirements:
 - a. Initial Cure (ASTM D-679): 60 minutes
 - b. Properties (ASTM D-412) at 21 days: Tensile Stress - 145-psi minimum. Elongation at Break - 445%.
 - c. Shore A Hardness (ASTM D-2240) at 21 days: 21.
 - d. Service Range: -40 degree to 200 degree F (-40 degree to 93 degree C).
 - e. The sealant shall be non-staining.
 - f. Optimal application temperature 32 degree F (0 degree C) and rising. Maintain sealant at room temperature before applying. If temperatures are below 32 degrees F (0 degrees C) contact manufacturer's customer service for application guidelines.

2.3 SILICONE SEALANTS

- A. Type: Single component neutral cure (RTV) silicone, adhesive sealant.
1. Regulatory Compliance:
 - a. Conforms to OTC Rule for Sealants
 - b. Meets requirements of California Regs: CARB, BAAQMD and SCAQMD
 - c. Product does not contain cancer causing chemicals listed in California Proposition 65.
- B. Product: MetaLink Neutral Cure Metal Roof Sealant as manufactured by Chem Link.
1. ASTM C920, Type S, Grade NS, Class 50; Uses NT, T2, M, G, A and O.
 2. Federal Specification TT-S-00230-C Type II, Class A
 3. Corps of Engineers CRD-C-541, Type II, Class A
 4. Canadian Standards Board CAN 19, 13-M82.
 5. Conforms to USDA Requirements for Non-food Contact.
 6. VOC Content: Less than 33 grams / liter ASTM D2369 EPA Method 24 (tested at 240 degree F / 115 degree C).
 7. Performance Requirements:
 - a. Initial Cure/Tack Free (ASTM D-679): 10 +/- 5 minutes.
 - b. Shrinkage: No visible shrinkage after 14 days.
 - c. Low Temperature Flex (ASTM D-816): Pass -10 degree F (-23 degree C) 1/4 inch (6.4 mm) mandrel.
 - d. Shear Strength (ASTM D-1002): 75 +/-5 psi.
 - e. Properties (ASTM D-412) at 21 days: Tensile Strength: 135 psi. Elongation at Break - Minimum 600%.
 - f. Shore A Hardness (ASTM D-2240) at 21 days: 10 +/- 3.
 - g. Service Range: -80 degree to 400 degree F (-62 degree to 204 degree C).
 - h. Optimal application temperature 32 degree F (0 degree C) and rising. Maintain sealant at room temperature before applying. If temperatures are below 32 degrees F (0 degrees C) contact manufacturer's customer service for application guidelines.

2.4 ACCESSORIES

- A. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.

- B. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- C. Joint Backing: Round foam rod compatible with sealant; oversized 25 to 50 percent larger than joint width; recommended by sealant manufacturer to suit application
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.
- E. Masking tape: Non-staining, non-absorbent tape product compatible with joint sealants and adjacent joint surfaces.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify substrate surfaces and joint openings are ready to receive work.
 - 1. Verify joint surfaces are clean and dry.
 - 2. Ensure concrete surfaces are fully cured.
- B. Report unsatisfactory conditions in writing to the Architect;
- C. Do not proceed until unsatisfactory conditions are corrected.

3.2 PREPARATION

- A. Prepare joints in accordance with ASTM C 1193 and manufacturer's instructions.
- B. Clean joint surfaces to remove dirt, dust, oils, wax, paints, and other contamination capable of affecting primer and sealant bond.
 - 1. Clean concrete joint surfaces to remove curing agents and form release agents.
- C. Protect elements surrounding the Work of this section from damage or disfiguration. Apply masking tape to adjacent surfaces when required to prevent damage to finishes from sealant installation.

3.3 EXISTING WORK

- A. Mechanically remove existing sealant.
- B. Clean joint surfaces of residual sealant and other contaminants capable of affecting sealant bond to joint surface.
- C. Allow joint surfaces to dry before installing new sealants.

3.4 SEALANT INSTALLATION

- A. Install primer and sealants in accordance with ASTM C 1193 and manufacturer's instructions.
- B. Install joint backing to maintain the following joint ratios:
 - 1. Joints up to 1/2 inch (13 mm) Wide: 1:1 width to depth ratio.
 - 2. Joints Greater than 1/2 inch (13 mm) Wide: 2:1 width to depth ratio; maximum 1/2 inch joint depth.

- C. Install bond breaker where joint backing is not used.
- D. Apply primer where required for sealant adhesion.
- E. Install sealants immediately after joint preparation.
- F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- G. Tool exposed joint surface flat.

3.5 MANUFACTURER'S FIELD SERVICES

- A. Require sealant manufacturer to be present at project site to:
 - 1. Observe sealant mockup installation and to issue reports of observations.
 - 2. Conduct field pre-construction testing.

3.6 CLEANING

- A. Remove masking tape. Clean adjacent surfaces soiled by sealant installation.

END OF SECTION

SECTION 09900 - ELASTOMERIC ACRYLIC COATING

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes surface preparation and field coating of the following:
 - 1. The work shall consist of surface cleaning, concrete/masonry patching, crack and joint repair and the application breathable, elastic, UV resistant, waterproof acrylic coating for exterior walls.

1.02 SUBMITTALS

- A. Material List: Provide an inclusive list of required coating materials. Indicate each material and cross- reference the specific coating, finish system, and application. Identify each material by manufacturer's general classification.
- B. Manufacturer's Information: Provide manufacturer's technical information, including instructions for handling, storing, and applying each coating material proposed for use.
- C. Samples for Initial Selection: Provide color charts showing the full range of colors available for each type of finish-coat material indicated.
- D. Samples for Verification: Provide stepped samples, defining each separate coat. Use representative colors when preparing a job site mock-up for review. Reapply until required sheen, color and texture are achieved.

1.03 QUALITY ASSURANCE

- A. The Contractor shall give the Architect/Engineer and coating Manufacturer a minimum of three days advance notice of the start of any field surface preparation work or coating application work.
- B. All work on surface preparation and coating application shall be performed in the presence of the Architect/Engineer or his designated representative, unless the Architect has specifically allowed the performance of such work in his absence.
- C. Only applicators trained in the application of the specified products will be allowed to work on the project.
- D. Equipment: All equipment for application of the coating and shall be furnished by the Contractor in first-class condition and shall comply with recommendations of the coating manufacturer.

1.04 SERVICES OF MANUFACTURER'S REPRESENTATIVE

- A. The Contractor shall purchase coatings from the accepted manufacturer. The manufacturer shall assign a local representative to periodically observe the application of the product. The Contractor shall submit a detailed report to the Owner at the completion of his work identifying the products used and verifying that said products were applied in accordance with the written specification.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the Project Site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label, and the following information:
 - 1. Product name or title of material.
 - 2. Product description (generic classification or binder type).

3. Manufacturer's stock number.
 4. Thinning instructions.
 5. Application instructions.
 6. Color name and number.
 7. VOC content.
- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45° F (7° C). Maintain containers in storage in a clean condition, free of foreign materials and residue. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing and application.

1.06 PROJECT CONDITIONS

- A. Apply water-based coatings only when the air temperature is 45° F and rising.
- B. Do not apply water-based paint in snow, rain, fog, or mist; or at temperatures less than 5° F (3° C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.01 MATERIAL

- A. Approved Manufacturers:
 1. RD Coatings USA (Basis of Design)
 2. Lucas Acrylic Coatings
 3. Sherwin Williams Loxon XP
 4. GAF Hydrostop Acrylic Coatings
- B. Products of other manufacturers, comparable in quality and type of those specified will be considered. Product data must be provided, substantiated by certified tests that prove that the substituted material is equal in performance to the coating material specified. The written acceptance by the Architect/ Engineer must be obtained before the Contractor uses any such alternative products.
- C. Masonry Patching: Acrylic -modified one part concrete Cement-Filler, or similar Single package Portland Cement, non-shrink patching material.
- D. Caulking: One part, waterborne, recoatable acrylic dispersion.
- E. Primer: Acrylic impregnating water borne primer. The coating shall be a one part, acrylic, water borne, self-priming coating which can be applied either by brush or roller. Volatile organic compounds shall be 0% per gallon. Primers must be used undiluted.
- F. Base Coat: Acrylic Polymer coating with 71% solids by weight and 58% solids by volume. Volatile organic compounds shall be 45 g/l.
- E. Finish Coat: Acrylic polymer coating with 71% solids by weight; 58% solids by volume. Volatile organic compounds shall be 45 g/l. All above products shall be a one part, acrylic, thixotropic liquid, which can be applied either by brush, roller or airless spray equipment. The coating System shall form a seamless rubber waterproof membrane that can bridge small active cracks at cold temperatures, is unaffected by long-term weathering or ultraviolet light. The coating shall be breathable for water vapor but will reduce the diffusion of CO₂.
- F. Accessory materials: Rust inhibitive coating to be used on exposed metals such as reinforcing bars etc. Volatile organic compounds shall be 8 g/l. Reinforcing Fleece to be used locally over active joints, cracks, and concrete patches.

PART 3 - EXECUTION

3.01 SURFACE PREPARATION

- A. General: Surfaces to be coated shall be cleaned as required by the coating manufacturer to properly receive prime and finish coats. No surface preparation method shall be used unless acceptable to the coating manufacturer and the Architect/Engineer.
- B. Pressure Washing: All the surfaces of the existing walls shall be pressure washed at a pressure of 4,000 psi to remove all dirt, contamination, loose concrete, old unsound coatings and cementitious patch material not removed by power tools. The pressure washer shall be fitted with a 0° Spinner Tip and held at a distance of 6" to 12" from the surface, while staying perpendicular to the surface. Depending on the substrate, such as certain brick, soft stone etc, the pressure may have to be decreased or the 0° tip replaced with a fan tip. This will be determined during preparation of the Mock-up sample area.
- C. Hand and Power Tools: As necessary to remove all areas of unsound concrete and mortar splatter.

3.02 MATERIALS PREPARATION

- A. Materials Preparation: Mix and prepare coating materials according to manufacturer's written instructions.
- B. Maintain containers used in mixing and applying coating in a clean condition, free of foreign materials and residue.
- C. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
- D. Use only thinners approved by paint manufacturer and only within recommended limits.

3.03 COATING APPLICATION

- A. Minimum surface and atmospheric conditions: All surfaces must be completely dry. If the surfaces have picked up atmospheric pollutants, dust or airborne contaminants since the masonry was pressure washed, or at any other time during the project, it may be necessary to rinse the surface prior to applying the next coating.
- B. Temperature must be 45° F. and rising for 24 hours. If the relative humidity is above 85% consult the Manufacturer's Representative before proceeding with any coating application.
- C. Mock-up: The contractor must apply the specified system to a 10'x10' area and have it approved by the Architect/Engineer
- D. Coatings shall be applied without runs, sags, thin spots, pinholes or unacceptable marks. Coatings shall be applied at the rate specified by the coating manufacturer to achieve the minimum dry mil thickness required. Additional coats shall be applied, if necessary, to obtain thicknesses specified.
- E. Coatings shall be applied either by roller, brush or spray in strict accordance with the Manufacturer's instructions, as well as with the full knowledge of the Architect/Engineer.
- F. The Contractor shall follow a system of using different colors so that no two coats on a given surface are exactly the same color. Wet film thickness gages will be utilized for quality control.

- G. Special areas: Special attention shall be given to insure that edges, corners and crevices receive a film thickness equivalent to that of the adjacent coated surfaces.
- H. Masonry Patching: Cement Filler or similar cementitious patching material.
- I. Acrylic Wall Coating Sequence: The following coating sequence must be followed in the application of the coating specified. Change colors for each coat.
 - 1. Prime all concrete surfaces. Use a 3/4" nap roller and saturate the surface, the spread rate is approximately 1500 sf / 20 liter.
 - 2. All cracks over 1/16" must be filled and sealed.
 - 3. After the primer has dried, apply base coating at a thickness of 15 mils DFT.
 - 4. Apply the finish coat of elastomeric coating using a 1/2" to 3/4" nap roller, brushes or airless spray, at a thickness of 15 mils DFT.
- J. Completed Work: The completed system shall be uniform in color and texture.

3.04 QUALITY WORKMANSHIP

- A. The Contractor shall be responsible for the cleanliness of the coating operations and shall use covers and masking tape to protect the new and existing material not intended to be coated whenever such covering is necessary, or if so requested by the Owner. Any coatings identified for removal shall be carefully removed without damage to any finished coatings or surface. If damage does occur, the entire surface, adjacent to and including the damaged area, shall be recoated without visible lap marks and without additional cost to the Owner.
- B. Coatings found defective shall be removed and recoated as required by the architect / engineer. Before final acceptance of the Work, damaged surfaces shall be cleaned and recoated as directed by the architect / engineer.

3.05 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer and applicator agree(s) to repair or replace materials that fail due to pre-mature deterioration or issues during application.
 - 1. Warranty Length: 5 years from date of substantial completion

3.06 CLEANING

- A. Clean up: At the end of each workday, remove empty cans, rags, rubbish and other discarded paint materials from the site.
- B. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surface.

END OF SECTION

ELASTOMERIC ACRYLIC COATING (SCOPE OF WORK)

A. Contractor Requirements:

1. Pressure wash / clean the existing stone copings.
2. Seal all masonry stone joints utilizing the manufacturer's approved flashing grade sealant.
3. Install new elastomeric acrylic coating over the entire masonry stone coping substrates utilizing no less than two (2) coats per the manufacturer's requirements. (Owner to select color)
4. The contractor shall comply with all OSHA standards. The OSHA standards are subject to change, and such changes may affect the contractor in his performance under the contract. It is the contractor's responsibility to know such changes and effective dates of changes.
5. The contractor shall provide all license, permits, insurance, disposal fees, etc. required for the project.
6. Provide the Owner with a 5-year Contractor's Workmanship Guarantee.
7. Provide the Owner with a 5-year Manufacturer's Warranty.
8. See associated project specifications for additional details and information regarding the required work.

END OF SECTION

SECTION 099100 - PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract including General and Supplementary Conditions and Division 1 Specification sections apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. Extent of painting work is indicated on drawings and schedules, and as herein specified including accent painting.
- B. Work includes painting and finishing of exterior exposed wood items and surfaces replaced throughout project, except as otherwise indicated.
 - 1. Surface preparation, priming and coats of paint specified are in addition to shop-priming and surface treatments specified under other sections of work.
- C. "Paint" as used herein means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
- D. Surfaces to be Painted: Except where natural finish of material is specifically noted as a surface not to be painted, paint exposed surfaces whether or not colors are designated in "schedules". Where items or surfaces are not specifically mentioned, paint the same as similar adjacent materials or areas. If color or finish is not designated, Architect will select these from standard colors or finishes available.
- E. Following categories of work are not included as part of field-applied finish work.
 - 1. Concealed Surfaces: Unless otherwise indicated, painting is not required on surfaces such as concealed areas and generally inaccessible areas, foundation spaces, furred areas, utility tunnels, pipe spaces, duct shafts and elevator shafts.
- F. Do not paint over any code-required labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.

1.3 QUALITY ASSURANCE

- A. Single Source Responsibility: Provide primers and other undercoat paint produced by same manufacturer as finish coats. Use only thinners approved by paint manufacturer and use only within recommended limits.
- B. Coordination of Work: Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates. Upon request from other trades, furnish information or characteristics of finish materials provided for use, to ensure compatible prime coats are used.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's technical information including paint label analysis and application instructions for each material proposed for use.

1.5 DELIVERY AND STORAGE

- A. Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label, and following information:
 - 1. Name or title of material.
 - 2. Fed. Spec. number, if applicable.
 - 3. Manufacturer's stock number and date of manufacturer.
 - 4. Manufacturer's name.
 - 5. Contents by volume, for major pigment and vehicle constituents.
 - 6. Thinning instructions.
 - 7. Application instructions.
 - 8. Color name and number.
- B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage of paint in a clean condition, free of foreign materials and residue.
 - 1. Protect from freezing where necessary. Keep storage area neat and orderly. Remove oily rags and waste daily. Take all precautions to ensure that workmen and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of paints.

1.6 JOB CONDITIONS

- A. Apply water-based paints only when temperature of surfaces to be painted and surrounding air temperatures are between 50 degree F and 90 degrees F, unless otherwise permitted by paint manufacturer's printed instructions.
- B. Apply solvent-thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between 45 degree F and 95 degree F, unless otherwise permitted by paint manufacturer's printed instructions.
- C. Do not apply paint in snow, rain, fog or mist, or when relative humidity exceeds 85% or to damp or wet surfaces, unless otherwise permitted by paint manufacturer's printed instructions.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. The following manufacturers are listed as acceptable substitutions to the establish minimum standards. Sherwin Williams Products are listed as the basis of design.
 - 1. Sherwin Williams Paint Company (SW)
 - 2. Benjamin Moore and Co. (Moore).
 - 3. Pittsburgh Paints (PPG).
- B. Equal products of other manufacturers may be used in the work, provided such products have been approved by the Architect, not less than Ten (10) days prior to scheduled bid opening.

2.2 MATERIALS

- A. Material Quality: Provide best quality grade of various types of coatings as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable.
 - 1. Proprietary names used to designate colors or materials are not intended to imply that products of named manufacturers are required to exclusion of equivalent products of other manufacturers.
 - 2. Federal Specifications establish minimum acceptable quality for paint materials. Provide written certification from paint manufacturer that materials provided meet or exceed these minimums.
 - 3. Manufacturer's products which comply with coating qualitative requirements of applicable Federal Specifications, yet differ in quantitative requirements, may be considered for use when acceptable to Architect. Furnish material data and manufacturer's certificate of performance to Architect for any proposed substitutions.
- B. Color Pigments: Pure, non-fading, applicable types to suit substrates and service indicated.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Applicator must examine areas and conditions under which painting work is to be applied and notify owner in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to Applicator. If work is begun before satisfactory conditions are met, then it shall be the Applicators' responsibility for the finish surfaces conditions.
- B. Starting of painting work will be construed as Applicator's acceptance of surfaces and conditions within any particular area.
- C. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of a durable paint film.

3.2 SURFACE PREPARATION

- A. General: Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified, for each particular substrate condition.
 - 1. Provide barrier coats over incompatible primers or remove and reprime as required. Notify Architect in writing of any anticipated problems in using the specified coating systems with substrates primed by others.
 - 2. Remove hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted or provide surface-applied protection prior to surface preparation and painting operations. Remove, if necessary, for complete painting of items and adjacent surfaces. Following completion of painting of each space or area, reinstall removed items.

3. Contractor MUST remove ALL foreign matter/material not pertinent to new paint from all surfaces before application of any new paint. Foreign matter/material includes, but is not limited to, flaking paint, tape, tacks, nails, poster gum, adhesives of any kind etc.
4. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Program cleaning and painting so that contaminants from cleaning process will not fall onto wet, newly-painted surfaces.
- B. Wood: Clean wood surfaces to be painted of dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sandpaper smooth those finished surfaces exposed to view and dust off. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer, before application of priming coat. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dried.
 1. Prime, stain, or seal wood required to be job-painted immediately upon delivery to job. Prime edges, ends, faces, undersides, and backsides of such wood, including cabinets, counters, cases, paneling.
 2. When transparent finish is required, use spar varnish for backpriming.
 3. Backprime all exposed exterior wood. Backprime paneling on interior partitions only where masonry, plaster, or other wet wall construction occurs on backside.
 4. Seal tops, bottoms, and cut-outs of unprimed wood doors with a heavy coat of varnish or equivalent sealer immediately upon delivery to job.

3.3 MATERIALS PREPARATION

- A. Mix and prepare painting materials in accordance with manufacturer's directions.
- B. Maintain containers used in mixing and application of paint in a clean condition, free of foreign materials and residue.
- C. Stir materials before application to produce a mixture of uniform density and stir as required during application. Do not stir surface film into material. If film exists, remove film and strain paint material.

3.4 APPLICATION

- A. General: Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied. Paint colors, surface treatments, and finishes, are indicated in "schedules" of the contract documents.
 1. Provide finish coats which are compatible with prime paints used.
 2. Apply additional coats when undercoats, stains or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance. Give special attention to insure that surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness not less than specified thickness.
- B. Scheduling Painting: Apply first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

1. Allow sufficient time between successive coatings to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat of paint does not cause lifting or loss adhesion of the undercoat.
- C. Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.
- D. Prime Coats: Apply prime coat where required to be painted or finished, and which has not been primed coated by others.
 1. Recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.
- E. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections will not be acceptable.
- F. Transparent (Clear) Finishes: Use multiple coats to produce glass-smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections.
 1. Provide satin finish for final coats, unless otherwise indicated.
- G. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or repaint work not in compliance with specified requirements.

3.5 FIELD QUALITY CONTROL

- A. The right is reserved by Owner to invoke the following material testing procedure at any time, and any number of times during period of field painting:
 1. Engage services of an independent testing laboratory to sample paint being used. Samples of materials delivered to project site will be taken, identified and sealed, and certified in presence of Contractor.
 2. Testing laboratory will perform appropriate tests for any or all of following characteristics: Abrasion resistance, apparent reflectivity, flexibility, washability, absorption, accelerated weathering, dry opacity, accelerated yellowness, recoating, skinning, color retention, alkali resistance and quantitative materials analysis.
- B. If test results show that material being used does not comply with specified requirements, Contractor may be directed to stop painting work, and remove non-complying paint; pay for testing; repaint surfaces coated with rejected paint; remove rejected paint from previously painted surfaces if, upon repainting with specified paint, the two coatings are non-compatible.

3.6 CLEAN-UP AND PROTECTION

- A. Clean-Up: During progress of work, remove from site discarded paint materials, rubbish, cans and rags at end of each day.

- B. Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- C. Protection: Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.
 - 1. Provide "Wet Paint" signs as required to protect newly painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.
- D. At completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.

3.7 EXTRA STOCK

- A. Deliver stock of maintenance materials to Owner. Furnish maintenance materials from same manufactured lot as materials installed and enclosed in protective packaging with appropriate identifying labels.
 - 1. Paint: Furnish not less than one gallon for each type and color, applied.

3.8 EXTERIOR PAINT SCHEDULE

A. GENERAL

- 1. Paint all new roof penetrations at roof areas, including roof attic ventilators and exhaust fan housings.
- 2. General: Provide the following paint systems for the various substrates, as indicated.

B. EXTERIOR METALS

- 1. Ferrous Metal.
 - a. Alkyd Gloss Enamel Finish.
 - i. 2 Finish Coats over primer, with total dry film thickness not less than 6.0 mils.
 - ii. 1st Coat: S-W Pro Industrial Pro-Cryl® Universal Acrylic Primer, B66-01310 Series (5.0-10.0 mils wet, 1.9-3.8 mils dry per coat).
 - iii. 2nd Coat: S-W Industrial Enamel, Gloss Finish, B54 Series.
 - iv. 3rd Coat: S-W Industrial Enamel, Gloss Finish, B54 Series, (2-4 mils dry per coat).
 - b. (*Contractor Option*) Waterbased Alkyd Gloss Enamel Finish.
 - i. 2 Finish Coats over primer, with total dry film thickness not less than 6.0 mils.
 - ii. 1st Coat: S-W Pro Industrial Pro-Cryl® Universal Acrylic Primer, B66-01310 Series (5.0-10.0 mils wet, 1.9-3.8 mils dry per coat).
 - iii. 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel, Gloss Finish, B53 Series.
 - iv. 3rd Coat: S-W Pro Industrial Water-based Alkyd Urethane Enamel, Gloss Finish, B53 Series, (1.4 - 1.7 mils dry per coat).

C. EXTERIOR WOODWORK

1. Painted Woodwork.

a. Exterior Acrylic Latex Gloss Finish.

- i. 2 finish coats over primer with total dry film thickness of not less than 5.0 mils. Back prime all trim.
- ii. 1st Coat: S-W Exterior Oil-Based Wood Primer, Y24W08020 (4 mils wet, 2.2 mils dry).
- iii. 2nd Coat: S-W SuperPaint Exterior Latex Gloss Paint, A84 Series.
- iv. 3rd Coat: S-W SuperPaint Exterior Latex Gloss Paint, A84 Series (4 mils wet, 1.5 mils dry per coat).

END OF SECTION

SECTION 22000 - PLUMBING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Roof drain obstruction removal
- B. Roof drain plumbing repairs

1.2 RELATED SECTIONS

- A. Section 06100 Rough Carpentry
- B. Section 075419 Polyvinyl-Chloride (PVC) Roofing

1.3 REFERENCES

- A. FM: FM Global
- B. NEMA: National Electrical Manufacturers Association
- C. OSHA: Occupational Safety and Health Administration

1.4 SUBMITTALS

- A. General:
 - 1. Comply with the requirements of Section 013300, Submittal Procedures, and the additional requirements specified herein.
- B. Product Data:
 - 1. Submit product data for review on all plumbing components

1.5 QUALITY ASSURANCE

- A. Materials and equipment shall be new. Work shall be of good quality, free of faults and defects.
- B. All equipment shall fit in the space provided.
- C. Workmanship:
 - 1. Install all materials in a neat and workmanlike manner.
 - 2. Follow manufacturer's directions. If they are in conflict with the contract documents, obtain clarification before starting work.
- D. Cutting and Patching:
 - 1. Cutting, patching and repairing for the proper installation and completion of the work specified in this division, including plastering, masonry work, concrete work, carpentry work, firestopping, and painting, shall be performed by skilled craftsmen of each respective trade in conformance with the appropriate division of work. Additional openings required in building construction shall be made by drilling or cutting.
 - 2. Fill holes which are cut oversize so that a tight fit is obtained around the objects passing through.
 - 3. New or existing work that is cut or damaged shall be restored to its original condition. Where alterations disturb existing finishes, the surfaces shall be repaired, refinished and left in condition existing prior to commencement of work.

1.6 PROJECT CONDITIONS

- A. Coordinate exact requirements governed by actual work conditions. Check all information and report any discrepancies before fabricating work. Report changes in time to avoid unnecessary work.
- B. Comply with the requirements of Section 017000, Execution Requirements, for investigation prior to penetration of floor slabs.

PART 2 - PRODUCTS

2.1 REPLACEMENT PLUMING COMPONENTS

- A. Replace damaged / deteriorated plumbing lines resulting in open conditions
 - 1. Piping: Match existing
 - 2. Sealant: Product manufacturer's approved joint sealants

PART 3 - EXECUTION

3.1 TESTING

- A. Scope all roof drains with an approved camera to determine any partial blockages, complete blockages, open connections, deteriorated conditions, etc.
- B. Perform water testing at each drain for no less than 20 minutes with maximum force to ensure heavy water flow and determine leaks at joints or damaged plumbing locations.

3.2 CLEARING OF DRAINS

- A. Prior to any demolition activities, coordinate safe-off of live utilities.
- B. Perform approved techniques to open any partial or complete blockages (mechanical drilling, high pressure air / water forcement, etc.)

3.3 REPLACEMENT OF DRAIN OR PLUMBING COMPONENTS

- A. Replace drain or plumbing components which cannot be cleared or sealed in any other manner.
 - 1. Protect interior finishes from potential damages.
 - 2. Remove or relocate plumbing piping, wiring, devices and other equipment encountered in existing areas affected by this work.
 - 3. Replace affected plumbing components with equal products.
 - 4. Replace / repair adjacent structural or finished components disturbed during the plumbing replacement process.

3.4 FINAL TESTING

- A. Test all replaced plumbing components with full volume water for no less than 20 minutes to ensure proper water flow with watertight joints.

3.5 CLEANING

- A. Clean plumbing equipment, fixtures and piping of stampings and markings (except those required by codes), iron cuttings, and other refuse.
- B. Clean scratched or marred painted surfaces of rust or other foreign matter and paint with matching color industrial enamel, except as otherwise noted.

END OF SECTION

PLUMBING (SCOPE OF WORK)

A. Contractor Requirements:

1. Scope all roof drains with an approved camera to determine any partial blockages, complete blockages, open connections, deteriorated conditions, etc.
2. Perform water testing at each drain for no less than 20 minutes with maximum force to ensure heavy water flow and determine leaks at joints or damaged plumbing locations.
3. Replace drain or plumbing components which cannot be cleared or sealed in any other manner.
4. Test all replaced plumbing components with full volume water for no less than 20 minutes to ensure proper water flow with watertight joints.
5. The contractor shall comply with all OSHA standards. The OSHA standards are subject to change, and such changes may affect the contractor in his performance under the contract. It is the contractor's responsibility to know such changes and effective dates of changes.
6. The contractor shall provide all license, permits, insurance, disposal fees, etc. required for the project.
7. Provide the Owner with a 5-year Contractor's Workmanship Guarantee.
8. See associated project specifications for additional details and information regarding the required work.

END OF SECTION

EXHIBIT ONE

INFRARED SCAN

By

ROOF ASSET MANAGEMENT, INC.

January 11, 2023

RAM ROOF ASSET MANAGEMENT, INC.

FL ARCHITECTURE CERT. OF AUTH. 26000505

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**Harmon Recreation Center
1611 Belfast Street
Mobile, AL 36605**

INFRARED SCAN

Jan 11 2023



Inspection Date: Jan 11 2023

Thermographer: Tony Weaver

Roof Area: All

Client: City of Mobile

Project Name: Harmon Recreation Center

Address: 1611 Belfast Street

City: Mobile

State: AL

Zip: 36605

Weather Conditions: Sunny

Temp: 71.6 °F

Relative Humidity: 83.13 % Dew Point: 66.2 °F

Barometric Pressure: 30.04 mb/hPa

Start Time: 4:30PM

Equipment Info: Flir e50bx

System Manufacturer: Unknown

Deck Type: Variuos

Vented:

Roof System: Modified

Type: SBS

Attachment: Fully-Adhered

Surfacing: Granules

Insulation: Yes

Type:

Insulation Thickness:

Attachment:

Cover Board:

Type:

Insulation Thickness:

Attachment:

Observations

An infrared moisture scan was performed throughout the required roof areas at the above named facility to assist in determining the presence of moisture within the existing roof system(s) and associated flashing components, if any. The scan was executed with a Flir thermal imaging camera and began in the late evening to allow the surface temperature of the roofs to begin cooling. All required roof areas were scanned in small increments to ensure a close observation of all flashings, perimeters, penetrations, and miscellaneous roof components. Various photographs were captured with infrared and digital cameras to document the results of the scan. Several of these photographs are included on the following pages.

The complete scan of the required roofs and flashings revealed a combined total of 2,088 square feet (20.88 sqs) of moisture present within the existing roof system at locations as noted below and on the attached roof images.

- Area A - 348 sqft. (3.48 sqs.)
- Area B - 478 sqft. (4.78 sqs.)
- Area C - 45 sqft. (.45 sqs.)
- Area D - 1,217 sqft. (12.17 sqs.)

All roof areas identified as wet by the infrared camera were tested with a Tramex moisture meter to validate the presence of moisture. Confirmed wet roof areas were marked with spray paint on the existing roof surface and documented on the attached roof image to assist with the identification of the affected locations. The areas of moisture were primarily located around wall / base flashings, edge flashings, roof penetrations, curb flashings, etc..

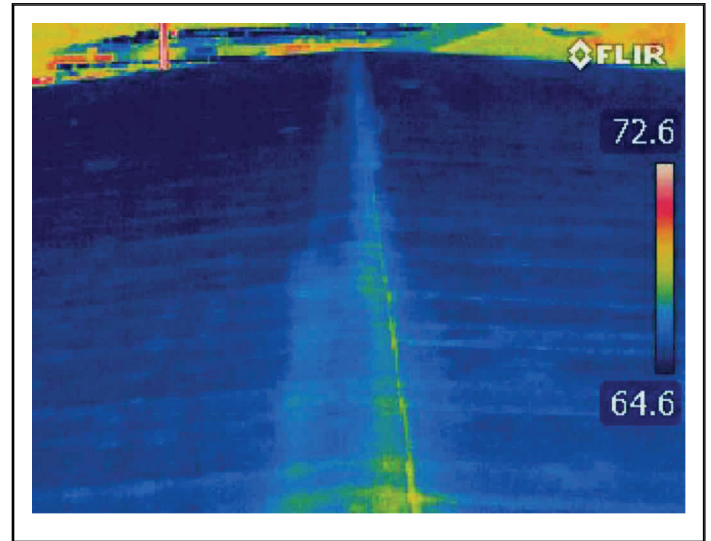
Based on the information obtained during this moisture scan, it appears the existing roof system(s) are dry throughout a large portion of the roofs with the exception of the square footage listed above and noted on the attached roof image. There were no destructive tests performed during the infrared scan process. Additional verification of moisture should be performed by the roofing contractor during the specified work by exposing any underlying layers of insulation, felt plies, decking, etc. at all marked roof areas. All wet roofing components should be replaced or repaired per the project requirements and manufacturers recommendations prior to the installation of new roofing materials.

(Note: The results of this infrared scan are based on the conditions observed on the date of the work. Results may vary over a period of time due to future weather conditions or additional deterioration of the existing roof systems.)



Description

General overview of the existing modified bitumen roof system.

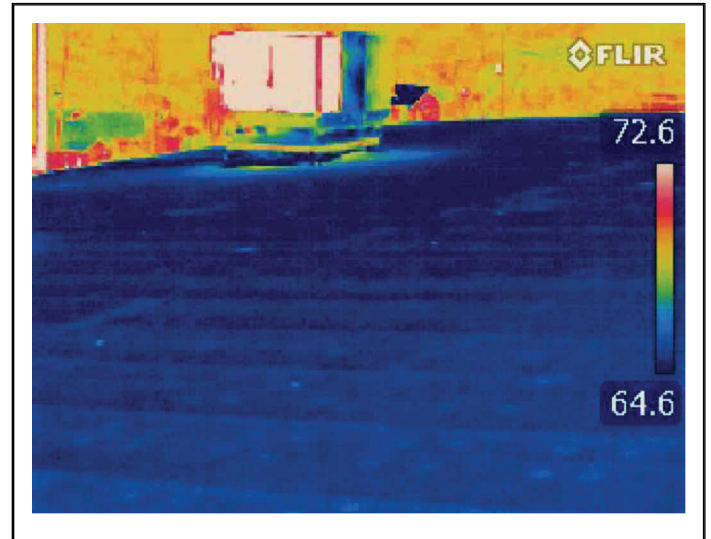


Infrared image of the roof area on left.



Description

General overview of the existing modified bitumen roof system.

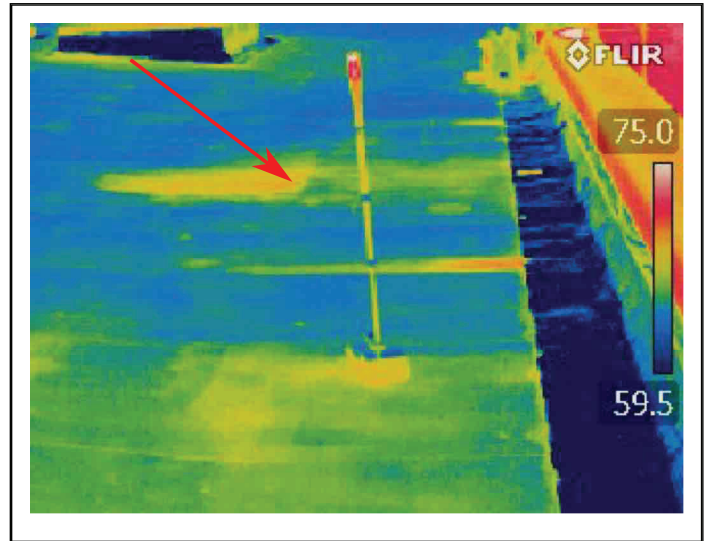


Infrared image of the roof area on left.

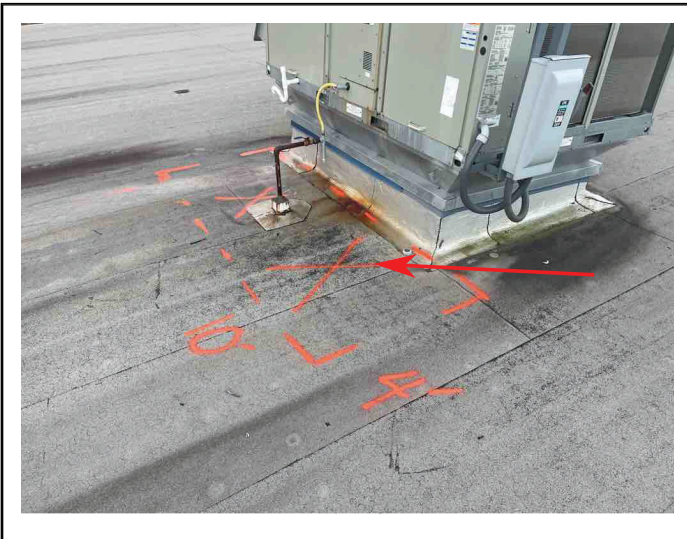


Description

Overview of area where moisture was found to be present within the existing roof system.

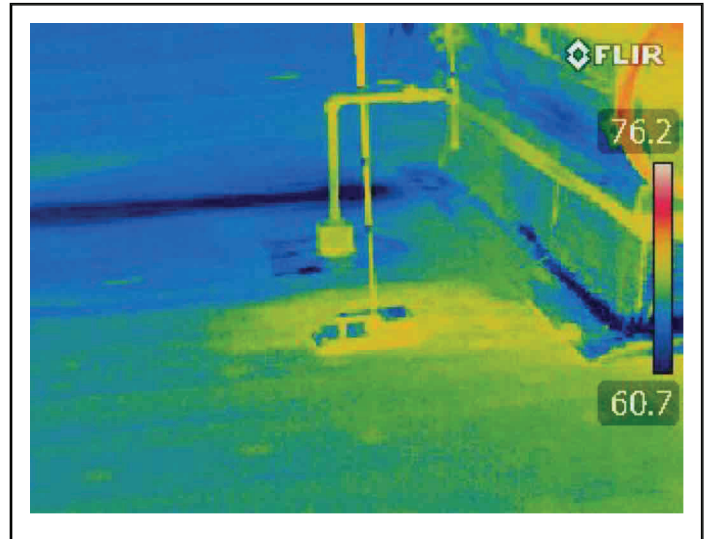


Infrared image of the roof area on left.



Description

Overview of area where moisture was found to be present within the existing roof system.

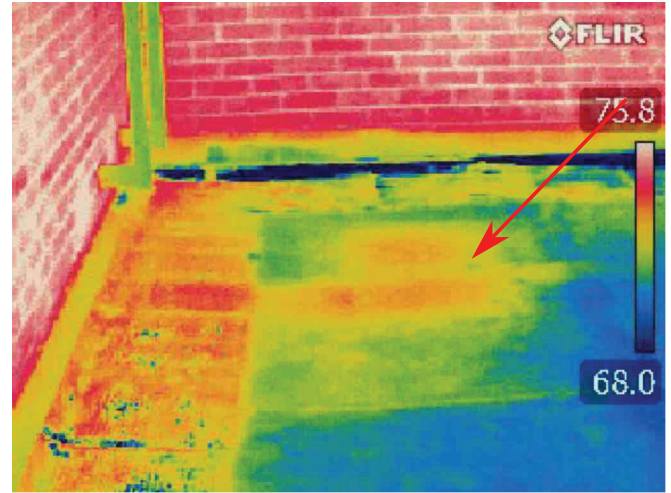


Infrared image of the roof area on left.

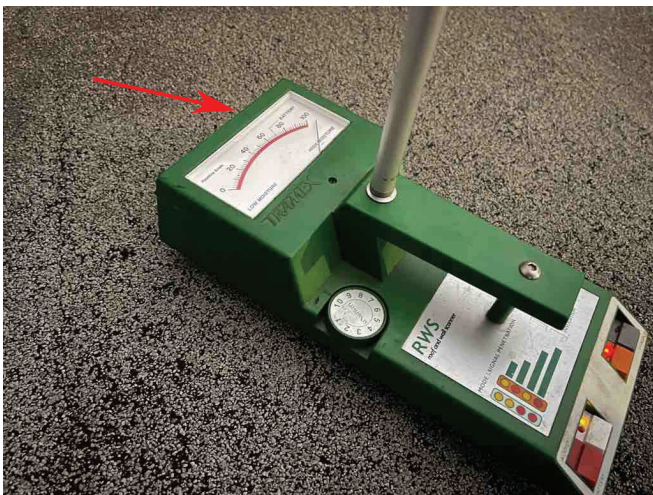


Description

Confirmed areas of moisture were marked with spray paint for identification purposes.



Infrared image of the roof area on left.



Description

All areas of moisture identified by the infrared camera were tested with a Tramex moisture meter to validate findings.

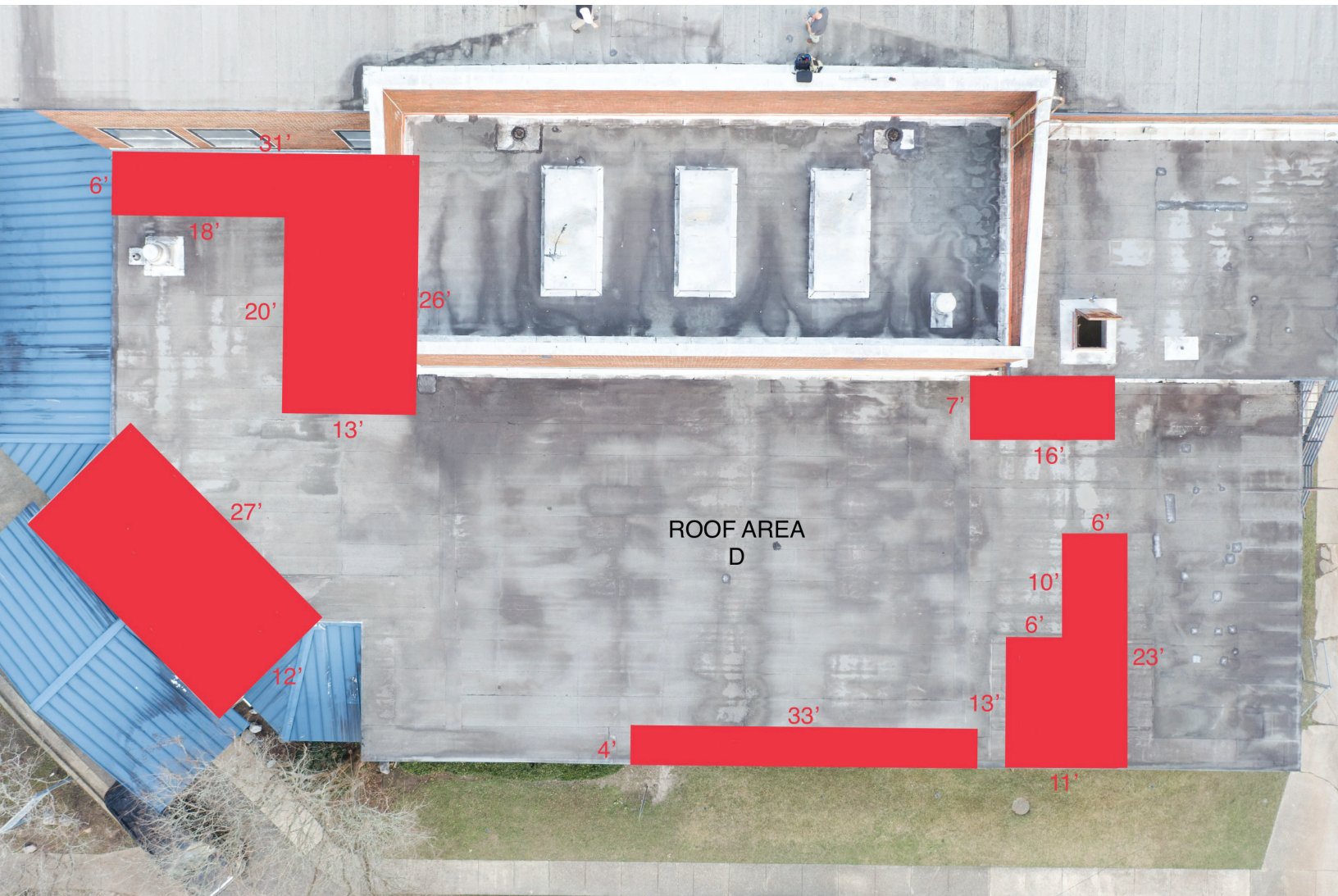


All areas of moisture identified by the infrared camera were tested with a Tramex moisture meter to validate findings.









DRAWINGS



RAM
ROOF ASSET MANAGEMENT, INC.
ALABAMA
111 ARCHITECTURE CENTER AT THE JAGS
FARM ROAD 100, SUITE 100
TUSCALOOSA, AL 35605
PHONE (205) 790-0078
FAX (205) 790-0078

**CITY OF MOBILE
HARMON RECREATION CENTER
(RE-ROOFING)
1611 BELFAST STREET
MOBILE, AL 36605**

GENERAL NOTES:

Contractor is responsible for obtaining all measurements and existing conditions.

Drawings are representative only and should not be construed as accurate.

Placement of equipment is relative and not exact.

All dimensions are approximate and subject to construction tolerances.

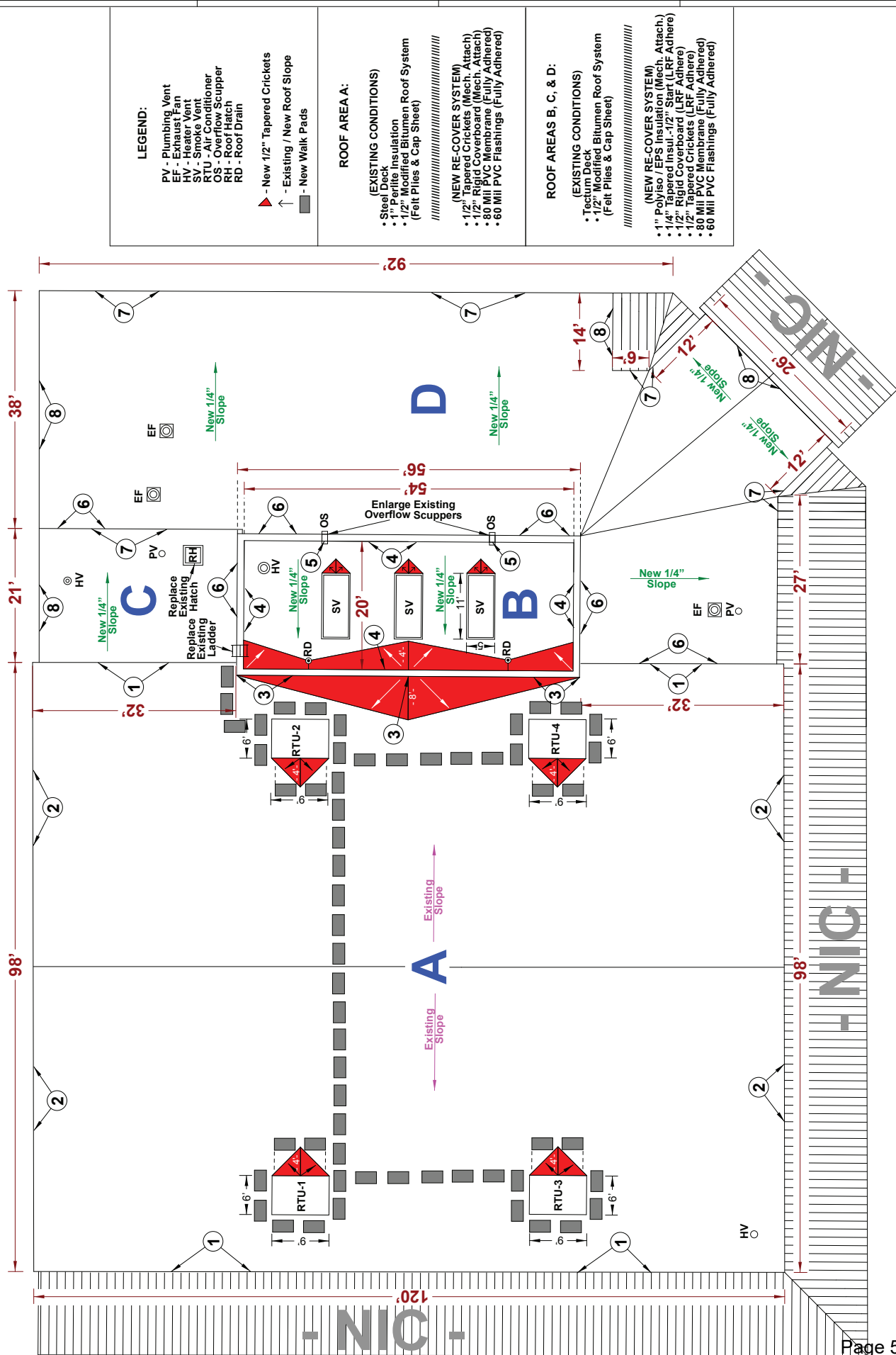
The plans document the general intent of the work. The contractor shall verify all dimensions and they are not intended to show in minute detail.

All details are shown for the purpose of execution only. The manufacturer's warranty shall govern all flashing details.

NEW ROOF PLAN

(Page 1 of 2)

NOT TO SCALE





GENERAL NOTES:

Contractor is responsible for all measurements and existing conditions.

Drawings are representative only and should not be construed as accurate.

Placement of equipment is relative and not exact.

All dimensions are approximate and subject to construction tolerances.

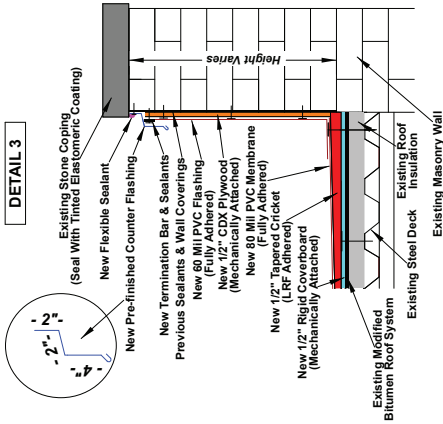
The plans document the general intent of the work. It is not intended to show all details in minute detail.

All details are shown for the purpose of execution only. The manufacturer's warranty information shall govern all finishing details.

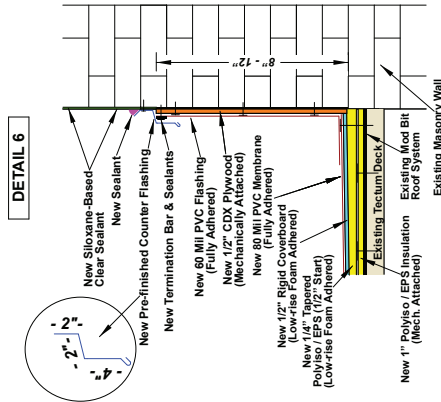
NEW ROOF DETAILS
(Page 2 of 2)

NOT TO SCALE

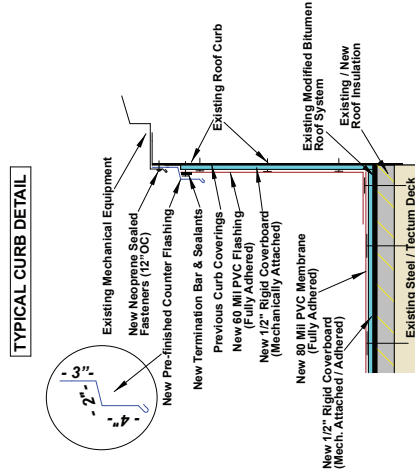
DETAIL 3



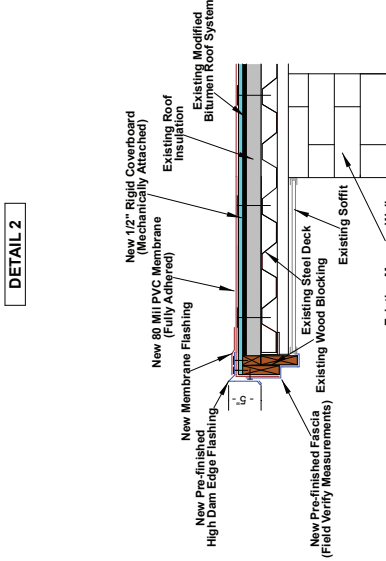
DETAIL 6



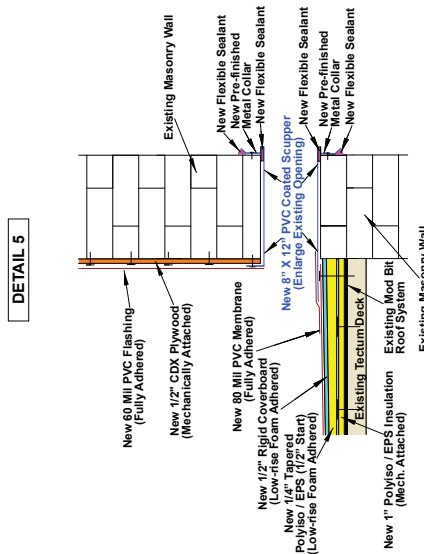
TYPICAL CURB DETAIL



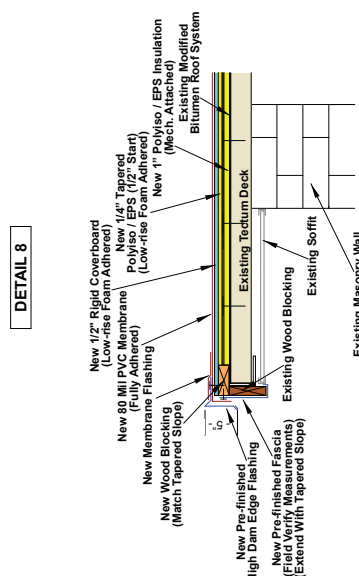
DETAIL 2



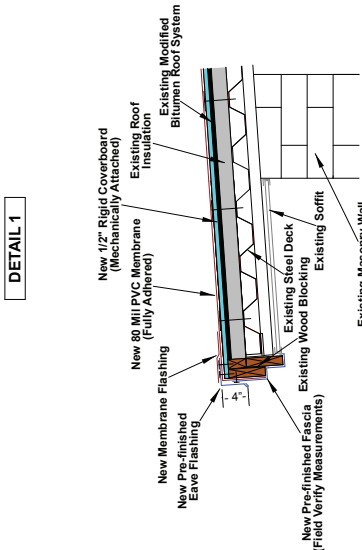
DETAIL 5



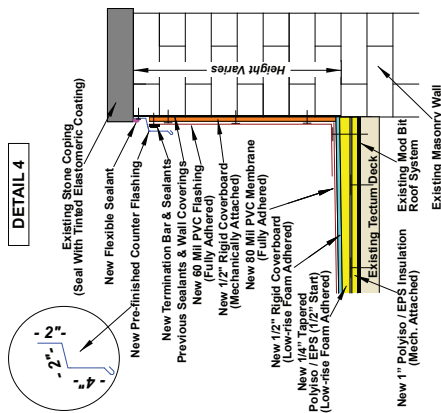
DETAIL 8



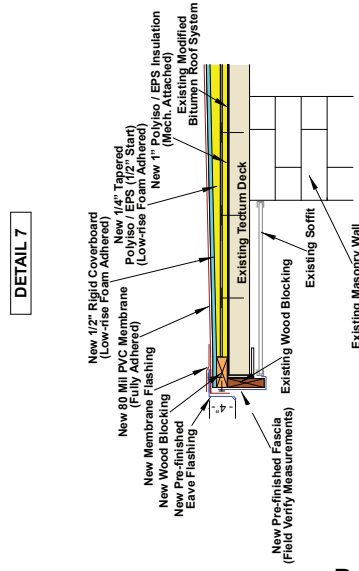
DETAIL 1



DETAIL 4



DETAIL 7





ADDENDUM NO. I

August 22, 2025

Harmon Recreation Center
(Project No. PR-057-23)
1611 Belfast Street
Mobile, AL 36605

This Addendum forms a part of, and modifies, the Bidding Documents for the above referenced project, dated August 11, 2025. All bidders shall acknowledge the receipt of this Addendum and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bid to disqualification.

General:

A. Bid Clarifications:

1. The mandatory pre-bid meeting was held on site August 19, 2025, per the project advertisement. A meeting attendance roster is attached to this Addendum.
2. The advertised bid opening date / time has not been altered by this addendum.
3. Bidders shall ensure they comply with the qualification requirements noted the quality assurance portion (section 075419) of the project specifications. The successful bidder will be required to provide a qualification submittal prior to the award of the project.

➤ **Qualification Submittal:** The following qualification information shall be submitted to the owner **prior to the award of the project.** The submittal of false or misleading information may result in the disqualification / rejection of the contractor's bid.

- The roofing contractor/installer shall be certified with the manufacturer and shall have maintained that status for a minimum of (5) five years prior to the bid process.
- The roofing contractor/installer shall have a minimum of (5) five years of successful installation with the same approved roofing manufacturer.
- The roofing contractor/installer shall be a single installer ("Roofer") that shall perform all aspects of installing the roof system. Second or third tier roofing sub-contractors will not be allowed unless approved by the owner.
- The roofing contractor/installer company must have been in business for no less than five (5) consecutive years under their existing name or the name of an associated parent company.
- Upon request by the owner or its representative, the installer shall submit documentation of (3) previously completed roofing projects within the last (5) years of similar type, size, and complexity which most closely reflects the size and complexity of this project.

4. Two(2) Section 01010 (Summary of Work) documents are included in the project specifications. Bidders shall replace both of these documents with the attached Section 01010 (Summary of the work) document.
5. Bidders shall replace the original bid form with the attached bid form. **Bids must be submitted utilizing the new / attached bid form.**
6. This is a tax exempt project and shall be certified by the requirements of the Alabama Department of Revenue. Bidders shall NOT include sales and use taxes with their bid amounts. **Bidders shall complete the Sales Tax Form C-3A and include it as an attachment to their Bid Form (see Section 00400).**
7. The Contractor shall be enrolled in the E-Verify Program, shall participate in that Program during the performance of the contract, and shall verify the immigration status of every employee who is required to be verified, according to the applicable federal rules and regulations and will attach to the contract the company's documentation of enrollment in E-Verify.
8. Bidders shall ensure they include the unit priced item amounts identified on the bid form in their base bid. The unit prices provided will be used to add or deduct from the total contract amount based on the actual replacement of deteriorated, wet, or damaged items. (Note: The contractor will be responsible for photographic documentation of any deteriorated, wet, or damaged items during the work with correct measurements noted on the roof plan for verification. Undocumented replacement items will not be reimbursed.)
9. All specific products / materials identified in the project specifications have been utilized as a "Basis of Design". Additional manufacturers and products will be considered for approval, if properly submitted for substitution. All products must meet the requirements of the project documents with no additional alterations required for installation.
10. IB Roof Systems has been approved as an acceptable low slope PVC roofing manufacturer subject to their compliance with all project and warranty requirements during the submittal process.

B. Equal Opportunity Clarification:

1. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard. B. C. D. E.
2. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.
3. Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.

4. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.

C. Project / Work Information:

1. Employee access to the roof areas will be on the exterior of the building. As discussed during the pre-bid meeting, the available rooftop loading access appears to be restricted to the Southwest end of the building due to the existing landscaping and / or overhead powerline locations.
2. The building will remain in operation during the roofing process. Any interruptive work (A/C disconnect / re-connect, etc.) must be coordinated with the owner prior to the beginning of the work. There shall be no interruption of service to the building during any scheduled event. Boom trucks, cranes, etc. must be staged in areas so the regular operation of the building is not compromised. Any necessary mechanical, electrical, and/or plumbing work throughout the contract will be the responsibility of the contractor.
3. The roofing contractor/installer shall be a single installer ("Roofer") that shall perform all aspects of installing the roof system. Second or third tier roofing sub-contractors will not be allowed unless approved by the owner.
4. The contractor's supervisor / foreman shall be **ON THE ROOF AT ALL TIMES** when the roofing system is being installed. This requirement will be strictly enforced.
5. Prior to installation, the roofing manufacturer shall provide (1) manufacturer training session that will include the manufacturer's factory authorized technical representative, the roofing contractor's supervisor/foreman, all other roofing contractor/installer employees who will be installing the roof, the owner, and consultant.
6. The Roofing Contractor shall perform a minimum of (2) test welds per day (morning & afternoon) per the manufacturer's requirements and provide a log of these test welds to the owner / consultant.
7. The contractor shall provide a safety "flag man" on the ground at all times during groundwork activities. This flag man shall direct any foot or automobile traffic around or away from the groundwork area.
8. The contractor must ensure all walkways, roads, and grounds are clean and safe at all times. Any grounds (shrubs, grass, sidewalks, sprinkler systems, etc.) which are disturbed during the roofing process must be repaired and returned to their original status at no cost to the owner.
9. The contractor must ensure all entrances remain open throughout the project. The contractor will be required to provide covered walkways at entrances during any overhead work.
10. The contractor shall obtain a portable toilet to be located on the roof or at an area approved by the owner. Under no circumstances should any employee be allowed to use the toilet facilities inside the building.

11. The project construction time is 90 calendar days - The Contractor may be allowed additional construction days due to inclement conditions ("rain days") only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. The Contractor shall provide documentation and formally request any "rain days" they feel are legitimately due. Documentation shall be submitted to the owner and consultant, in writing, on a weekly basis. Claim shall include documentation of trades adversely impacted and the impacted activities of each trade. (Additionally, the contractor shall document any non-workdays due to requests by the owner or building staff.). The contractor shall submit any non-workdays due to inclement weather or inability to work due to a scheduled event on a **Weekly Basis** to the owner and consultant. (Note: Non-workdays which are not properly submitted may result in the loss of these missed days.)
12. Typical work hours: Monday – Friday (7:30 am – 4:30 pm) - After hours and weekend work will require prior approval by the owner.

END OF ADDENDUM NO. I

[illegible]

SECTION 01010
SUMMARY OF THE WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Summary of Work: Contract, contractor use of premises.
- B. Contract Considerations: Contingency allowance, schedule of values, applications for payment, change procedures, alternates.
- C. Coordination and Meetings: Coordination, field engineering, cutting and patching, meetings, progress meetings, examination, preparation.
- D. Submittals: Submittal procedures, construction progress schedules, proposed products list, shop drawings, product data, samples, manufacturers' installation instructions, manufacturers' certificates.
- E. Quality Control: Quality assurance - control of installation, Tolerances, References, Mock-ups, Manufacturers' field services and reports.
- F. Construction Facilities and Temporary Controls: Electricity, temporary lighting for construction purposes, heat, temporary ventilation, telephone service, water service, temporary sanitary facilities, barriers and fencing, exterior enclosures, protection of installed work, security, access roads, parking, progress cleaning and waste removal, project identification, field offices and sheds, removal of utilities, facilities, and controls.
- G. Material and Equipment: Products, transportation, handling, storage, and protection, products options, substitutions.
- H. Contract Closeout: Contract closeout procedures, final cleaning, adjusting, project record documents, operation and maintenance data, spare parts and maintenance materials, warranties.

1.2 CONTRACT

- A. Scope of Work:
The project shall include the replacement of the existing low sloped roof systems and associated flashing components throughout the Harmon Recreation Center per the project documents, existing conditions and manufacturer requirements.
(Note: See individual scopes of work in Divisions 5, 7, 9, and 22 in the technical portions of the project specifications for detailed information.)
- B. Contract Description: Stipulated sum.

1.3 CONTRACTOR USE OF PREMISES

- A. Limit use of premises to allow continued Owner occupancy. All facilities shall remain in use except the immediate work area for this project. Obey all Facility Regulations and coordinate access and schedule of work with Project Manager.
- B. See Special Project Conditions in Section 00410.

1.4 CONTINGENCY ALLOWANCE

- A. Include in the Contract the stipulated amount for use upon Owner's instruction.

- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit are included in Change or Field Orders authorizing expenditure of funds from this Contingency Allowance.

1.5 SCHEDULE OF VALUES

- A. Submit Schedule of Values on AIA Form G703 within five (5) calendar days of notification of project award.

1.6 APPLICATIONS FOR PAYMENT

- A. Submit two signed and notarized originals of each application on AIA Form G702 and AIA Form G703. Submit Lien Release Waivers, including from subcontractors and major suppliers, with each pay application.
- B. Content and Format: Utilize Schedule of Values, AIA Form G703, for listing items in Application for Payment.
- C. Payment Period: Monthly, except for final payment of retainage after all Close Out documents are submitted and approved.

1.7 CHANGE ORDER PROCEDURES

- A. All contract changes involving a change in scope, payment and/or time shall be made by change order.
- B. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Owner.

1.8 ALTERNATE BID ITEMS

- A. Alternates quoted on Bid Form, if any, will be reviewed and accepted in the order listed.
- B. Coordinate related Work and modify surrounding Work as required.
- C. Schedule of Alternates: Listed on bid form, as applicable.

1.9 COORDINATION

- A. Coordinate scheduling, submittals, and Work at the facility to ensure an efficient and orderly sequence and to facilitate the continued uninterrupted use of the Facility.
- B. Request Utility interruptions at least 72 hours in advance. Note that due to scheduling in the facility, utility interruptions must be approved.

1.10 FIELD ENGINEERING

- A. Establish elevations, lines, and levels and certify that elevations and locations of the Work conform to the Contract Documents. Verify existing conditions.
- B. Contractor shall field verify all measurements and quantities required for a complete installation.

1.11 PRECONSTRUCTION MEETINGS

- A. Owner will schedule a pre-construction meeting after contract award for all affected parties.

1.12 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at pre-approved intervals.
- B. Preside at meetings, record minutes, and distribute copies within two days to those affected by decisions made.

1.13 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within five (5) calendar days after date of notice of award of project for Project Manager's review.
- B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

1.14 SHOP DRAWINGS

- A. Shop Drawings for Review: Submit to Project Manager/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- B. Submit four copies for use by the owner plus the number of copies that Contractor requires. Electronic submittals may be acceptable with prior approval of the Project Manager and Engineer. Close Out documents shall include electronic and hard copies of all submittals.

1.15 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' written instructions.
- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- D. Supply certification from manufacturer that the installed Work meets or exceeds all manufacturers' requirements.

1.16 EXAMINATION

- A. Verify that existing site conditions and subsurfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that utility services are available, of the correct characteristics, and in the correct location.

1.17 PREPARATION

- A. Prepare surfaces prior to applying next material installation.

1.18 TOLERANCES

- A. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate. Comply fully with manufacturers' tolerances.

1.19 REFERENCES

- A. Conform to reference standards by date of issue current as of date of Contract Documents.
- B. Should specified reference standard conflict with Contract Documents, request clarification from Project Manager before proceeding.

1.20 ELECTRICITY

- A. Unless otherwise provided for, Contractor shall be allowed to utilize power from the facility in moderate amounts.
- B. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

1.21 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain temporary lighting for construction operations as may be required.
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

1.22 WATER SERVICE

- A. Owner shall provide suitable potable water in moderate quantities without cost to the Contractor.

1.23 TEMPORARY SANITARY FACILITIES

- A. Contractor may not use sanitary facilities located at the facility in lieu of contractor provided temporary facilities. Contractor shall provide temporary sanitary facilities throughout construction.

1.24 BARRIERS AND FENCING

- A. Provide barriers and fencing as needed to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from dust, debris and damage.

1.25 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections. Prohibit traffic or storage upon grass or paving surfaces.

1.26 SECURITY

- A. Provide security and facilities to protect Work and existing facilities from unauthorized entry, vandalism, or theft.

1.27 ACCESS ROADS & HAULING

- A. Maintain temporary access routes through the public thoroughfare and parking areas to serve the construction area as required without obstructing traffic or blocking access for facility staff or participants. Provide drive pads as required.
- B. Restore site to pre-construction condition. Fill ruts, replace broken or damaged amenities, sod disturbed areas.

1.28 PARKING

- A. Arrange for temporary parking areas to accommodate construction personnel on site. Do not block traffic.

1.29 PROGRESS CLEANING AND WASTE REMOVAL

- A. Collect and maintain work areas free of waste materials, debris, and rubbish on a daily basis. Maintain site in a clean and orderly condition. Provide refuse containers and dispose of construction debris legally off site. The Owner may request load tickets from landfills permitted to accept construction debris.

1.30 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities and materials, prior to Substantial Completion review.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.31 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.

1.32 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

- A. Transport, handle, store, and protect Products in accordance with manufacturers' instructions.

1.33 PRODUCT OPTIONS

- A. Products Specified by Naming One Manufacturer or equal: Products of manufacturer named approved as "Basis of Design". Equal alternate products to be approved by Owner as Substitutions. Submit product data as required in SUBSTITUTIONS.

1.34 SUBSTITUTIONS

- A. Architect/Engineer will consider requests for Substitutions only within 10 days after date established in Notice to Proceed. For Pre-Bid approved Substitutions, submit request 7 calendar days or more before bid date with all back up data to show that all characteristics of the Basis of Design product are met with the substituted product or material.
- B. Document each request with complete backup data substantiating compliance of proposed Substitution with all characteristics of the materials specified in the Contract Documents.
- C. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
- D. Substitution shall indicate all product properties and show that they are equal to that Specified.
- E. Acceptance or Rejection of Pre-Bid Substitution Requests will be issued by Addendum.

1.35 FINAL CLEANING

- A. Execute final cleaning prior to final inspection of work area. User may occupy portions of the work incrementally as the work is completed and accepted. Entire project to be ready for use by User once all areas of work are completed.
- B. Clean debris from site and drainage systems.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the facility and the site. Leave site in raked and smooth condition.

1.36 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of Contract Documents to be utilized only for record documents.
- B. Record actual revisions to the Work. Record information concurrent with construction progress.
- C. Specifications: Legibly mark and record at each Product section a description of actual Products installed.
- D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.
- E. Submit documents to Project Manager with claim for final Application for Payment.
- F. Submit 2 paper copies and 1 disc with pdf copies to include:
 - a. As built drawings and specifications
 - b. Approved submittals
 - c. Warrantees and guarantees
 - d. Certificate of Occupancy or Letter of Completion from Permitting Department or other agencies, as applicable.

1.37 WARRANTIES

- A. Product and Manufacturer's Warranties shall be provided per specifications.
- B. In addition, all materials and labor shall be warranted by the contractor for a minimum of five years after Substantial Completion of the entire project. Contractor to promptly repair all deficiencies within that time. A warranty inspection shall be scheduled by the Owner, with the Contractor and Owner's representative, before the end of the warranty period, in order to review the work and note deficiencies for the Contractor to correct. Said meeting may be waived if no deficiencies are noted.

END OF SECTION

SECTION 00400

BID FORM

Copies of the following Bid Forms 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

REF: PROJECT NO.: PR-057-23
PROJECT NAME: Harmon Recreation Center – Re-Roofing
PROJECT LOCATION: 1611 Belfast Street, Mobile, Alabama 36605

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department and Consultant dated August 11, 2025; and all Addendum (a) Number(s) _____, dated _____, 2025 (**CAUTION:** before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering 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, hereby

**COMPANY
NAME:**_____

ADDRESS:_____ **PHONE**_____

ALABAMA GENERAL CONTRACTOR LICENSE NO. _____

CITY OF MOBILE BUSINESS LICENSE NO. _____

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO. _____

SECRETARY OF STATE OF ALABAMA ACCOUNT NO. _____

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) ☐ A Corporation ☐ A Partnership ☐ An Individual Doing Business

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for ninety (90) calendar days from the date of the Notice to Proceed.

Base Bid: \$ _____ .00

Contingency Allowance: + \$ 25,000.00

Total Base Bid: \$ _____ .00

(Fill in here and in Total Bid below)

TOTAL BASE BID: _____

_____ Dollars, (\$ _____ .00)
(Amount in Words) (Amount in Figures)

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

- **Unit Price #1:** Remove and replace one (1) square foot of rusted or otherwise unsuitable galvanized metal deck (replace removed deck with 22-gauge galvanized metal deck). Include the removal and replacement of 1,500 square feet of metal deck in the Base Bid.

\$ _____ SF

- **Unit Price #2:** Remove and replace one (1) board foot of rotten or otherwise unsuitable treated wood blocking. Include the removal and replacement of 50 board feet of wood blocking in the Base Bid.

\$ _____ SF

- **Unit Price #3:** Remove and replace one (1) square foot of sodden or otherwise unsuitable 2-1/2" thick tectum decking (Roof Areas B, C, & D). Include the removal and replacement of 200 square feet of unsuitable tectum decking in the Base Bid.

\$ _____ SF

- **Unit Price #4:** Remove and replace one (1) square foot of wet insulation and/or roofing components identified by the infrared moisture scan provided in the project specifications. Include 2,400 square feet of wet material replacement in the Base Bid.) (Roof Area A – 500 SF / Roof Area B – 500 SF / Roof Area C – 100 SF / Roof Area D – 1,300 SF)

\$ _____ SF

CONTINGENCY ALLOWANCE: \$25,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than \$10,000, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

AMERICANS WITH DISABILITIES ACT (ADA): The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

NONDISCRIMINATION: 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

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 and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME: _____
(Printed or Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: _____
(Printed or Typed)

TITLE _____ **DATE** _____, 2025
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____ 2025

Notary Public

- Attachments:
1. Bid Security, with Power of Attorney
 2. Secretary of State Authorization (Out of state bidders only)
 3. Sales Tax Form C-3A
 4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 25, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Authorize the Settlement Agreement and Release of Claims: Bates

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement Karl Bates

REVIEWERS:

Patricia Primm

Cherlina Monteiro

James Barber

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

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 claims of Karl Bates, 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: November 25, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Authorize the Settlement Agreement and Release of Claims: Rodgers

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement Josephine Rodgers

REVIEWERS:

Patricia Primm

Cherlina Monteiro

James Barber

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

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 claims of Josephine Rodgers, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification
of a Previously Approved Planned Unit Development
For Property located at 348 and 360 North McGregor Avenue

Pursuant to Resolution of the Mobile, Alabama City Council adopted **November 25, 2025**, a public hearing will be held on the **30th day of December, 2025**, at 10:30 a.m., to consider adoption of an ordinance for the proposed Modification of a Previously Approved Planning Approval for property located at 348 and 360 North McGregor Avenue.

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 July 03, 1986 allowing construction of a water tower in an R-1, Single-Family Residential Suburban District, on property located at 348 & 360 North McGregor Avenue and described as follows:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, THE CEDARS, BLOCK A, AS RECORDED IN MAP BOOK 2, PAGE 1, IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA; THENCE RUN N02°54'02"E, ALONG THE EAST RIGHT-OF-WAY LINE OF NORTH MCGREGOR AVENUE, 123.93 FEET TO A CONCRETE MONUMENT; THENCE RUN N01°22'21"E, ALONG SAID EAST RIGHT-OF-WAY LINE, 58.74 FEET TO AN IRON REBAR; THENCE RUN N00°12'10"W, ALONG SAID EAST RIGHT-OF-WAY LINE, 142.97 FEET TO AN IRON REBAR; THENCE RUN N05°56'49"E, ALONG SAID EAST RIGHT-OF-WAY LINE, 125.92 FEET TO A CONCRETE MONUMENT, BEING THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET AND A DELTA ANGLE OF 82°09'57"; THENCE RUN NORTHEASTWARDLY, ALONG SAID CURVE, AN ARC LENGTH OF 71.70 FEET (CHORD BEARS N44°53'43"E, 65.72 FEET) TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MORDECAI LANE; THENCE RUN N89°53'32"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 946.22 FEET TO AN IRON REBAR; THENCE RUN S00°03'59"W, 497.13 FEET TO A CAPPED IRON REBAR, LOCATED ON THE NORTH LINE OF THE CEDARS, BLOCK A; THENCE RUN S89°53'32"W, ALONG SAID NORTH LINE, 1012.25 FEET TO A CAPPED IRON REBAR, BEING THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on July 21, 2025 to modify lot lines in coordination with the proposed subdivision.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on August 21, 2025 and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Revision of the site plan to label each lot with its size in both square feet and acres, after any required dedication, or the furnishing of a table on the site plan providing the same information;
2. Revision of the site plan to label the right-of-way width of North McGregor Avenue, adjusted for any required dedication;
3. Retention of the right-of-way width labels of Mordecai Lane on the site plan;
4. Revision of the site plan to illustrate compliance with the setback standards of Article 13, Table 64-13-4.3. of the Unified Development Code;
5. Placement of a note on the revised site plan stating that future development or redevelopment of either of the lots may require additional modifications of the Planning Approval to be approved by the Planning Commission and City Council, or possibly a Special Exception approved by the Board of Zoning Adjustment to allow an Intermediate Utility expansion in an R-1 zoning district;
6. Submittal to and approval by Planning and Zoning of a revised Planning Approval site plan prior to signing the Final Plat for the associated subdivision;
7. Compliance with all Engineering comments noted in the staff report;
8. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report; and,
10. Compliance with all Fire Department comments noted in the staff report.

WHEREAS, the City Council finds that the proposed modification:

- a. Is consistent with all applicable requirements of this Chapter;
- b. Is compatible with the character of the surrounding neighborhood;
- c. Will not impede the orderly development and improvement of surrounding property;
- d. 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 label each lot with its size in both square feet and acres, after any required dedication, or the furnishing of a table on the site plan providing the same information;
2. Revision of the site plan to label the right-of-way width of North McGregor Avenue, adjusted for any required dedication;
3. Retention of the right-of-way width labels of Mordecai Lane on the site plan;
4. Revision of the site plan to illustrate compliance with the setback standards of Article 13, Table 64-13-4.3. of the Unified Development Code;
5. Placement of a note on the revised site plan stating that future development or redevelopment of either of the lots may require additional modifications of the Planning Approval to be approved by the Planning Commission and City Council, or possibly a Special Exception approved by the Board of Zoning Adjustment to allow an Intermediate Utility expansion in R-1;
6. Submittal to and approval by Planning and Zoning of a revised Planning Approval site plan prior to signing the Final Plat for the associated subdivision;
7. Compliance with all Engineering comments noted in this staff report;
8. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report; and,
10. Compliance with all Fire Department comments noted in the staff report.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 30th day December, 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 3rd day of December, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 348 & 360 North McGregor Avenue.

The proposed amendment will modify a Planning Approval that was approved for said location on July 03, 1986. The owner of said property has applied for a Major Modification of the Planning Approval allowing construction of a water tower in an R-1, Single-Family Residential Suburban District, to modify lot lines in coordination with the proposed subdivision. If approved, the major modification will modify lot lines in coordination with the proposed subdivision, subject to the following proposed conditions: 1. Revision of the site plan to label each lot with its size in both square feet and acres, after any required dedication, or the furnishing of a table on the site plan providing the same information; 2. Revision of the site plan to label the right-of-way width of North McGregor Avenue, adjusted for any required dedication; 3. Retention of the right-of-way width labels of Mordecai Lane on the site plan; 4. Revision of the site plan to illustrate compliance with the setback standards of Article 13, Table 64-13-4.3. of the Unified Development Code; 5. Placement of a note on the revised site plan stating that future development or redevelopment of either of the lots may require additional modifications of the Planning Approval to be approved by the Planning Commission and City Council, or possibly a Special Exception approved by the Board of Zoning Adjustment to allow an Intermediate Utility expansion in R-1; 6. Submittal to and approval by Planning and Zoning of a revised Planning Approval site plan prior to signing the Final Plat for the associated subdivision; 7. Compliance with all Engineering comments noted in the staff report; 8. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report; 9. Compliance with all Urban Forestry comments noted in the staff report; and, 10. 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

WHEREAS, a Planning Approval was approved on July 03, 1986 allowing construction of a water tower in an R-1, **Single-Family Residential Suburban District**, on property located at **348 & 360 North McGregor Avenue** and described as follows:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, THE CEDARS, BLOCK A, AS RECORDED IN MAP BOOK 2, PAGE 1, IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA; THENCE RUN N02°54'02"E, ALONG THE EAST RIGHT-OF-WAY LINE OF NORTH MCGREGOR AVENUE, 123.93 FEET TO A CONCRETE MONUMENT; THENCE RUN N01°22'21"E, ALONG SAID EAST RIGHT-OF-WAY LINE, 58.74 FEET TO AN IRON REBAR; THENCE RUN N00°12'10"W, ALONG SAID EAST RIGHT-OF-WAY LINE, 142.97 FEET TO AN IRON REBAR; THENCE RUN N05°56'49"E, ALONG SAID EAST RIGHT-OF-WAY LINE, 125.92 FEET TO A CONCRETE MONUMENT, BEING THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET AND A DELTA ANGLE OF 82°09'57"; THENCE RUN NORTHEASTWARDLY, ALONG SAID CURVE, AN ARC LENGTH OF 71.70 FEET (CHORD BEARS N44°53'43"E, 65.72 FEET) TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MORDECAI LANE; THENCE RUN N89°53'32"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 946.22 FEET TO AN IRON REBAR; THENCE RUN S00°03'59"W, 497.13 FEET TO A CAPPED IRON REBAR, LOCATED ON THE NORTH LINE OF THE CEDARS, BLOCK A; THENCE RUN S89°53'32"W, ALONG SAID NORTH LINE, 1012.25 FEET TO A CAPPED IRON REBAR, BEING THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on **July 21, 2025** to modify lot lines in coordination with the proposed subdivision.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **August 21, 2025** and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Revision of the site plan to label each lot with its size in both square feet and acres, after any required dedication, or the furnishing of a table on the site plan providing the same information;
2. Revision of the site plan to label the right-of-way width of North McGregor Avenue, adjusted for any required dedication;
3. Retention of the right-of-way width labels of Mordecai Lane on the site plan;
4. Revision of the site plan to illustrate compliance with the setback standards of Article 13, Table 64-13-4.3. of the Unified Development Code;

5. Placement of a note on the revised site plan stating that future development or redevelopment of either of the lots may require additional modifications of the Planning Approval to be approved by the Planning Commission and City Council, or possibly a Special Exception approved by the Board of Zoning Adjustment to allow an Intermediate Utility expansion in an R-1 zoning district;
6. Submittal to and approval by Planning and Zoning of a revised Planning Approval site plan prior to signing the Final Plat for the associated subdivision;
7. Compliance with all Engineering comments noted in the staff report;
8. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report; and,
10. Compliance with all Fire Department comments noted in the staff report.

WHEREAS, the City Council finds that the proposed modification:

- a. Is consistent with all applicable requirements of this Chapter;
- b. Is compatible with the character of the surrounding neighborhood;
- c. Will not impede the orderly development and improvement of surrounding property;
- d. 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 label each lot with its size in both square feet and acres, after any required dedication, or the furnishing of a table on the site plan providing the same information;
2. Revision of the site plan to label the right-of-way width of North McGregor Avenue, adjusted for any required dedication;
3. Retention of the right-of-way width labels of Mordecai Lane on the site plan;
4. Revision of the site plan to illustrate compliance with the setback standards of Article 13, Table 64-13-4.3. of the Unified Development Code;
5. Placement of a note on the revised site plan stating that future development or redevelopment of either of the lots may require additional modifications of the Planning Approval to be approved by the Planning Commission and City Council, or possibly a

- Special Exception approved by the Board of Zoning Adjustment to allow an Intermediate Utility expansion in R-1;
6. Submittal to and approval by Planning and Zoning of a revised Planning Approval site plan prior to signing the Final Plat for the associated subdivision;
 7. Compliance with all Engineering comments noted in this staff report;
 8. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report;
 9. Compliance with all Urban Forestry comments noted in the staff report; and,
 10. Compliance with all Fire Department comments noted in the staff report.

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

Adopted:

Lisa Lambert, City Clerk

**Mordecai Lane Subdivision
Daryl Russell, Board of Water & Sewer Commissioners of the City of Mobile
348 & 360 North McGregor Avenue
Council District 7
Gina Gregory**



THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

November 20, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **August 21, 2025**, considered the request of **Daryl Russell, Board of Water & Sewer Commissioners of the City of Mobile** for a Major Modification of a previously approved Planning Approval allowing construction of a water tower in an **R-1, Single-Family Residential Suburban District**, to modify lot lines in coordination with the proposed subdivision for the property located at **348 & 360 North McGregor Avenue**.

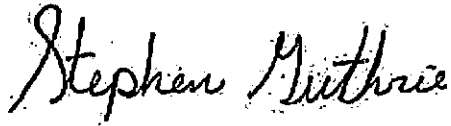
After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Revision of the site plan to label each lot with its size in both square feet and acres, after any required dedication, or the furnishing of a table on the site plan providing the same information;
2. Revision of the site plan to label the right-of-way width of North McGregor Avenue, adjusted for any required dedication;
3. Retention of the right-of-way width labels of Mordecai Lane on the site plan;
4. Revision of the site plan to illustrate compliance with the setback standards of Article 13, Table 64-13-4.3. of the Unified Development Code;
5. Placement of a note on the revised site plan stating that future development or redevelopment of either of the lots may require additional modifications of the Planning Approval to be approved by the Planning Commission and City Council, or possibly a Special Exception approved by the Board of Zoning Adjustment to allow an Intermediate Utility expansion in an R-1 zoning district;
6. Submittal to and approval by Planning and Zoning of a revised Planning Approval site plan prior to signing the Final Plat for the associated subdivision;
7. Compliance with all Engineering comments noted in the staff report;

8. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report; and,
10. Compliance with all Fire Department comments noted in the staff report.

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in cursive script that reads "Stephen Guthrie".

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

POLYSURVEYING

5588 JACKSON ROAD
MOBILE, AL 36619

Phone: (251) 666-2010 Fax: (251) 666-1792

LETTER OF TRANSMITTAL

TO: CITY OF MOBILE
205 GOVERNMENT ST
SOUTH TOWER, 3rd FLOOR
MOBILE, AL 36644

Date: 11/20/25

Project No: 2507-0036

MOD-003427-2025

Mordecai Lane Subdivision

From: POLYSURVEYING

Transmittal No.:

WE ARE SENDING YOU (X) Attached () Under separate cover via _____
the following items:

- | | | |
|---------------------------|--------------------|---------------------------|
| () Application | (X) Prints | () Plans |
| () Invoice | () Specifications | () Drainage Calculations |
| () Certificate of Design | () Contracts | () Correspondence |

COPIES	DATE	DWG. NO.	DESCRIPTION
1			CHECK FOR ADVERTISING FEES \$580.64
1			LOD

THESE ARE TRANSMITTED as checked below:

- | | | |
|------------------------------|--------------------------------------|--------------------|
| () For approval | () Approved as submitted | (x) For your use |
| () For Signature | () Returned for corrections | () As requested |
| () For review and comment | () Prints returned after loan to us | |
| () FOR BIDS DUE _____, 20__ | () _____ | |

REMARKS:

Copy To: File

Signed : _____

PLANNING AND ZONING
20 NOV 2025 AM 9:43



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 25, 2025

Daryl Russell
Board of Water and Sewer Commissioners of the City of Mobile
4725 Moffett Road
Mobile, Alabama 36618

Re: 348 & 360 North McGregor Avenue
MOD-003427-2025
Mordecai Lane Subdivision
Daryl Russell, Board of Water & Sewer Commissioners of the City of Mobile
District 7
Major Modification of a previously approved Planning Approval allowing construction of a water tower in an R-1, Single-Family Residential Suburban District, to modify lot lines in coordination with the proposed subdivision.

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

At its meeting on August 21, 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 hall 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 label each lot with its size in both square feet and acres, after any required dedication, or the furnishing of a table on the site plan providing the same information;
2. Revision of the site plan to label the right-of-way width of North McGregor Avenue, adjusted for any required dedication;
3. Retention of the right-of-way width labels of Mordecai Lane on the site plan;
4. Revision of the site plan to illustrate compliance with the setback standards of Article 13, Table 64-13-4.3. of the Unified Development Code;
5. Placement of a note on the revised site plan stating that future development or redevelopment of either of the lots may require additional modifications of the Planning Approval to be approved by the Planning Commission and City Council, or possibly a Special Exception approved by the Board of Zoning Adjustment to allow an Intermediate Utility expansion in an R-1 zoning district;
6. Submittal to and approval by Planning and Zoning of a revised Planning Approval site plan prior to signing the Final Plat for the associated subdivision;
7. Compliance with all Engineering comments noted in the staff report;
8. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report; and,
10. 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 **\$580.64**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

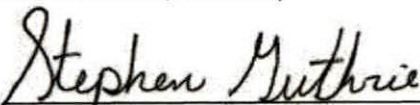
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org)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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 

Stephen Guthrie

Deputy Director of Planning and Zoning

Daryl Russell, Board of Water & Sewer Commissioners of the City of Mobile (MOD-003427-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>

Date Mon 7/21/2025 12:23 PM

To Brett Orrell <brett@polysurveying.com>

Cc Molly Stanford <molly@polysurveying.com>; Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamoth, Victoria <victoria.aamoth@cityofmobile.org>

Good afternoon,

We have completed our review of the above Major Modification application. Before the application can be considered complete and scheduled for an agenda, the following item must be addressed:

1. If you have not already done so, please submit the DWG (AutoCAD) file of the Preliminary Plat to our GIS staff. For your convenience, Marine has been copied on this message.

An invoice for the application fees has been issued. **Please note that the application will not be considered complete until the required information has been submitted and all fees have been processed.**

If all outstanding items are resolved **by 4:00 P.M. on July 21, 2025**, the application will be placed on the **August 21, 2025, Planning Commission agenda**. If the deadline is not met, the application will be held over until all requirements have been satisfied.

IMPORTANT

The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further assistance, please don't hesitate to contact us.

Thank You,

Logan Anderson

Principal Planner

Planning & Zoning



dlogananderson@cityofmobile.org

(251) 208-5895 main

MOBILE CITY PLANNING COMMISSION

July 22, 2025

PUBLIC HEARING NOTICE



Re: 348 & 360 North McGregor Avenue
MOD-003427-2025
Mordecai Lane Subdivision
Daryl Russell, Board of Water & Sewer Commissioners of the City of Mobile
District 7
Major Modification of a previously approved Planning Approval allowing construction of a water tower in an R-1, Single-Family Residential Suburban District, to modify lot lines in coordination with the proposed subdivision.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21, 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, August 20, 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.

MOBILE CITY PLANNING COMMISSION

July 22, 2025

PUBLIC HEARING NOTICE



Re: 348 & 360 North McGregor Avenue
MOD-003427-2025
Mordecai Lane Subdivision
Daryl Russell, Board of Water & Sewer Commissioners of the City of Mobile
District 7
Major Modification of a previously approved Planning Approval allowing construction of a water tower in an R-1, Single-Family Residential Suburban District, to modify lot lines in coordination with the proposed subdivision.

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21, 2025, at 2:00 p.m., to consider the above referenced application.

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

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-zone your property.

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, August 20, 2025, to allow adequate time for the Commission members to review the information.

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

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



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:	Daryl Russell	
Firm:	Board of Water and Sewer Commissioners of the City of Mobile	
Phone:		
Email:		
Address:		

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

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

	Owner	Design Professional
Name:	Board of Water and Sewer Commissioners of the City of Mobile	
Firm:		
Phone:		
Email:		
Address:		

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

Mordecai Lane / McGregor Ave 11.4 acres
 Property Address Property Area (acres or square feet)
 R022806141001067 000 (348 McGregor Ave North)
 Parcel Number(s) or Key Number(s)
 R-1 N/A
 Present Zoning or Transect District Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

 7/17/25
 Owner Signature Date
 As ITS Director of Planning & Market Development

Applicant or Agent Signature (if applicable) Date

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

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

 7/17/25
 Applicant or Agent Signature Date
 As ITS Director of Planning & Market Development

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](#).
MAWSS has been operating at this location for an extended period and would like to amend
the previously approved planning approval due to the subdivision that has triggered the new application.
The site is intended to be used as it has for years in its current configuration and the as-built provided
shows its current conditions.

Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
The site will retain its current use with no additional effects to the community.
3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
The site will retain its current use with no additional effects to the community.
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)
The property has multiple single story structures and a large water tower.

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
The property is fenced with a small wooded buffer around adjoining properties to the south and east.

☐ Lighting:
Site has lighting around buildings and parking areas for general operation

☐ Hours of operation:
9-5 Weekdays

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

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.
The site will retain its current use with no additional effects to the community.

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.
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City of Mobile • Planning & Zoning
Planning Commission Application

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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:	Daryl Russell	
Firm:	Board of Water and Sewer Commissioners of the City of Mobile	
Phone:	251.694.3197	
Email:	DRussell@mawss.com	
Address:	4725 Moffett Road, Mobile, AL 36618	

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

	Owner	Design Professional
Name:	Board of Water and Sewer Commissioners of the City of Mobile	
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Phone:	251.694.3197	
Email:	DRussell@mawss.com	
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2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

Mordecai Lane / McGregor Ave 11.4 acres
 Property Address Property Area (acres or square feet)
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 Parcel Number(s) or Key Number(s)
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DRussell 7/17/25
 Owner Signature AS ITS Director of Planning & Market Development Date

Applicant or Agent Signature (if applicable)

Date

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DRussell 7/17/25
 Applicant or Agent Signature AS ITS Director of Planning & Market Development Date

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9-5 Weekdays

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8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
The site will retain its current use with no additional effects to the community.



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

I, Daryl Russell, 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 348 MCGREGOR AVE N MOBILE, AL 36608.

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.

POLYSURVEYING

Designee (1)

[Redacted]

Email

[Redacted]

Phone Number

Daryl Russell

Signature of Property Owner

Director of Planning & Market Development

Designee (2)

[Redacted]

Email

[Redacted]

Phone Number

6/24/2025

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower



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

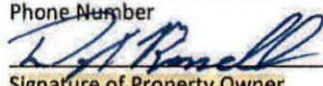
I, Daryl Russell, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 348 MCGREGOR AVE N MOBILE, AL 36608.

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POLYSURVEYING
Designee (1)

MAIL@POLYSURVEYING.COM
Email

251-666-2010
Phone Number


Signature of Property Owner

Director of Planning & Market Development

Designee (2)

Email

Phone Number

6/24/2025
Date



City of Mobile • Planning & Zoning

Plan Submission Contact Information

Name of Project MORDECAI LANE SUBDIVISION

Address 348 MCGREGOR AVE N MOBILE, AL 36606

Owner Board of Water and Sewer Commissioners of the City of Mobile

Address 4725 Moffett Road, Mobile, AL Zip Code 36618

Phone 251-694-3197 Fax _____ Email DRussell@MAWSS.COM

Authorized Agent Daryl Russell

Address 4725 Moffett Road, Mobile, AL Zip Code 36618

Phone 251-694-3197 Fax _____ Email DRussell@MAWSS.COM

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

SURVEYOR POLYSURVEYING
Civil Engineer _____

Address 5588 JACKSON ROAD Zip Code 36619

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

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

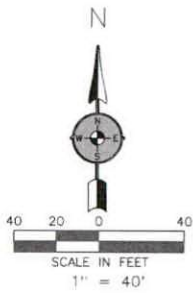
Submitted by:

Daryl Russell
Signature

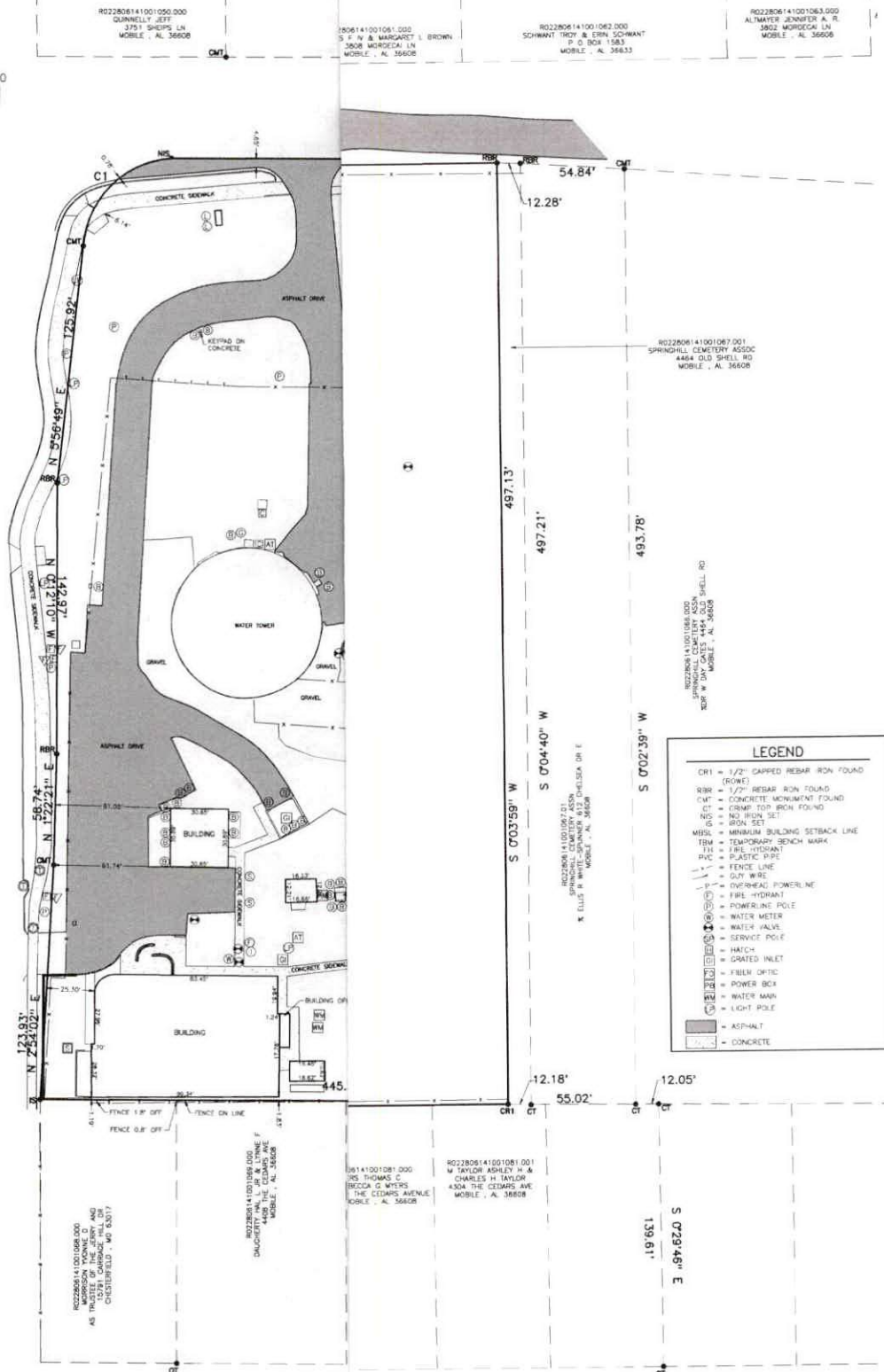
6/24/25
Date

Daryl Russell
Print

Director of Planning & Market Development
Affiliation to project/Organization



N. MCGREGOR AVENUE (RIGHT-OF-WAY VARIES)



LEGEND	
CR1	= 1/2" CAPPED REBAR IRON FOUND (ROW)
RBR	= 1/2" REBAR IRON FOUND
CT	= CONCRETE MONUMENT FOUND
CT	= COMP TOP IRON FOUND
IS	= NO IRON SET
IS	= IRON SET
MESL	= MINIMUM BUILDING SETBACK LINE
TBM	= TEMPORARY BENCH MARK
TH	= FIRE HYDRANT
PVC	= PLASTIC PIPE
F	= FENCE LINE
OW	= OWN WIRE
OP	= OVERHEAD POWERLINE
FW	= FIRE HYDRANT
PF	= POWERLINE POLE
WM	= WATER METER
WV	= WATER VALVE
SP	= SERVICE POLE
W	= WATCH
GI	= GRATED INLET
FO	= FIELD OPTIC
PO	= POWER BOX
WM	= WATER MAIN
LP	= LIGHT POLE
AS	= ASPHALT
CO	= CONCRETE

SURVEYOR'S NOTES:

1. TYPE OF SURVEY: AS-BUILT SURVEY
2. BEARING BASED ON RTK GPS DATUM.

3. PROPERTY IS LOCATED IN FLOOD ZONE X-UNSH
SCALED FROM FEDERAL INSURANCE ADMINISTRATION
HAZARD BOUNDARY MAP 01097C PANEL NO. 0534
DATED JUNE 05, 2020

PROPOSED LOT 2, MORDECAI LANE SUBDIVISION

ACCORDING TO MY SURVEY THIS THE 14TH DAY OF JULY, 2025.

PRELIMINARY

J. BRETT ORRELL, P.L.S. ALA LICENSE NO. 31836-S

NO ALABAMA
7021A FLORIDA
MISSISSIPPI

CORPORATE OFFICE
3348 JACKSON RD
MOBILE, AL 36619
P (251) 885-2510

WWW.POLYSURVEYING.COM

PREPARED FOR: MAWWS
MCGREGOR AVE/MORDECAI LANE

AS-BUILT SURVEY

DRAWN BY: A.D.L. SURVEY DATE: 07/21/2025 SCALE: 1"=40' 24"x36" PRINT
CHECKED BY: TDF FIELD DATE: 07/09/2025 FILE NAME: 2507-0036 15-1221

SHEET NO.
1 of 1

R022806141002103.000
FOUNTAIN KIMBERLY & RUSSELL
FOUNTAIN
1005 BRISTOL CT
MOBILE AL 36608

R022806141002012.000
BURCH AMY LEIGH TUTWILER & BRADLEY
MURPHY BURCH
15699C DAUPHIN ISLAND PKWY
CODEN AL 36523

R022806141001068.000
MORRISON YVONNE D TRUSTEE OF THE
YVONNE D MORRISON REVOCABLE TRUST
15791 CARRIAGE HILL DR
CHESTERFIELD MO 63017

R022806141002081.000
BOSTIC JOEL DAVID
2 YORK PL
MOBILE AL 36608

R022806141002083.000
PEEVY KEITH J & MICHAELA D PEEVY
2224 RIVERSIDE DR
MOBILE AL 36605

R022806141001063.01
OTTS ROBERT DANNELLY SR & SARAH
HAAS OTTS
257 DILSTON LN
MOBILE AL 36608

R022806141001064.000
DRISCOLL JOHN D & LINDA L DRISCOLL
259 DILSTON LN
MOBILE AL 36608

R022806141001065.000
GRIFFITH CHARLES HUNT & MARY
MARTIN GRIFFITH
261 DILSTON LN
MOBILE AL 36608

R022806141001045.000
WELLS ANNIE D
2735 BRIARWOOD CIR
MOSS POINT MS 39563

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

R022806141002103.000
FOUNTAIN KIMBERLY & RUSSELL
FOUNTAIN
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WELLS ANNIE D
2735 BRIARWOOD CIR
MOSS POINT MS 39563

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

R022806141001054.000
ONEILL JOHN M III
30530 MIDDLE CREEK CIR
SPANISH FORT AL 36527

R022806141001054.000
ONEILL JOHN M III
30530 MIDDLE CREEK CIR
SPANISH FORT AL 36527

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ONEILL JOHN M III
30530 MIDDLE CREEK CIR
SPANISH FORT AL 36527

R022806141001094.000
ROBERTS BEN TOM & GALE HEGGEMAN
ROBERTS
3664 DAUPHIN ST
MOBILE AL 36608

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ROBERTS BEN TOM & GALE HEGGEMAN
ROBERTS
3664 DAUPHIN ST
MOBILE AL 36608

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ROBERTS BEN TOM & GALE HEGGEMAN
ROBERTS
3664 DAUPHIN ST
MOBILE AL 36608

R022806141001035.000
KATEON JOHN LAURANCE & DONNA
RITCEY
3749 SHEIPS LN
MOBILE AL 36608

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KATEON JOHN LAURANCE & DONNA
RITCEY
3749 SHEIPS LN
MOBILE AL 36608

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KATEON JOHN LAURANCE & DONNA
RITCEY
3749 SHEIPS LN
MOBILE AL 36608

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POWE TAMARA R
3759 SHEIPS LN
MOBILE AL 36608

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POWE TAMARA R
3759 SHEIPS LN
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POWE TAMARA R
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WILSON JACOB
3763 SHEIPS LN
MOBILE AL 36608

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WILSON JACOB
3763 SHEIPS LN
MOBILE AL 36608

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WILSON JACOB
3763 SHEIPS LN
MOBILE AL 36608

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TUCKER URSULA RENEE
3765 SHEIPS LN
MOBILE AL 36608

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TUCKER URSULA RENEE
3765 SHEIPS LN
MOBILE AL 36608

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TUCKER URSULA RENEE
3765 SHEIPS LN
MOBILE AL 36608

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EDWARDS JACQUELINE M
3769 SHEIPS LN
MOBILE AL 36608

R022806141001044.000
EDWARDS JACQUELINE M
3769 SHEIPS LN
MOBILE AL 36608

R022806141001044.000
EDWARDS JACQUELINE M
3769 SHEIPS LN
MOBILE AL 36608

R022806141001046.000
BROWN ANGELA WILSON & JERRY
MICHAEL BROWN
3773 SHEIPS LN
MOBILE AL 36608

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

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

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ALTMAYER JENNIFER A R
3802 MORDECAI LN
MOBILE AL 36608

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ALTMAYER JENNIFER A R
3802 MORDECAI LN
MOBILE AL 36608

R022806141001063.000
ALTMAYER JENNIFER A R
3802 MORDECAI LN
MOBILE AL 36608

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5588 Jackson Road
Mobile, AL, 36619

R022806141001062.000
SCHWANT TROY & ERIN SCHWANT
3804 MORDECAI LN
MOBILE AL 36633

R022806141001062.000
SCHWANT TROY & ERIN SCHWANT
3804 MORDECAI LN
MOBILE AL 36633

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SCHWANT TROY & ERIN SCHWANT
3804 MORDECAI LN
MOBILE AL 36633

R022806141001061.000
BROWN CHARLES F IV & MARGARET L
BROWN
3808 MORDECAI LN
MOBILE AL 36608

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BROWN CHARLES F IV & MARGARET L
BROWN
3808 MORDECAI LN
MOBILE AL 36608

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BROWN CHARLES F IV & MARGARET L
BROWN
3808 MORDECAI LN
MOBILE AL 36608

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BROOKS CLAYTON HOWARD & ANN
MARIE
3814 MORDECAI LN
MOBILE AL 36608

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BROOKS CLAYTON HOWARD & ANN
MARIE
3814 MORDECAI LN
MOBILE AL 36608

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BROOKS CLAYTON HOWARD & ANN
MARIE
3814 MORDECAI LN
MOBILE AL 36608

R022806141001058.000
WILKINS ROBERT CHRISTOPHER AKA
ROBERT C WILKINS & SARAH GRACE
3818 MORDECAI LN
MOBILE AL 36608

R022806141001058.000
WILKINS ROBERT CHRISTOPHER AKA
ROBERT C WILKINS & SARAH GRACE
3818 MORDECAI LN
MOBILE AL 36608

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WILKINS ROBERT CHRISTOPHER AKA
ROBERT C WILKINS & SARAH GRACE
3818 MORDECAI LN
MOBILE AL 36608

R022806141001057.000
ANDERSON DOUGLAS L & LESLIE S
3820 MORDECAI LN
MOBILE AL 36608

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ANDERSON DOUGLAS L & LESLIE S
3820 MORDECAI LN
MOBILE AL 36608

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ANDERSON DOUGLAS L & LESLIE S
3820 MORDECAI LN
MOBILE AL 36608

R022806141001049.000
BROADUS BATISTE & DOMINIC J BROADUS
3824 MORDECAI LN
MOBILE AL 36608

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

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

R022806141001055.000
YELLING ALONZO & MARY K C/O ALONZO
YELLING III
3828 MORDECAI LN
MOBILE AL 36608

R022806141001055.000
YELLING ALONZO & MARY K C/O ALONZO
YELLING III
3828 MORDECAI LN
MOBILE AL 36608

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YELLING ALONZO & MARY K C/O ALONZO
YELLING III
3828 MORDECAI LN
MOBILE AL 36608

R022806141001052.000
CROSHON REGINALD
3834 MORDECAI LN
MOBILE AL 36606

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CROSHON REGINALD
3834 MORDECAI LN
MOBILE AL 36606

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CROSHON REGINALD
3834 MORDECAI LN
MOBILE AL 36606

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WASHINGTON MARK V
3836 MORDECAI LN
MOBILE AL 36608

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WASHINGTON MARK V
3836 MORDECAI LN
MOBILE AL 36608

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WASHINGTON MARK V
3836 MORDECAI LN
MOBILE AL 36608

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R022806141001051.000
CRAIG MARY FRANCES
3838 MORDECAI LN
MOBILE AL 36608

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CRAIG MARY FRANCES
3838 MORDECAI LN
MOBILE AL 36608

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CRAIG MARY FRANCES
3838 MORDECAI LN
MOBILE AL 36608

R022806141001097.000
WALLACE GERALD L JR & MELISSA W
3929 YESTER PL
MOBILE AL 36608

R022806141001097.000
WALLACE GERALD L JR & MELISSA W
3929 YESTER PL
MOBILE AL 36608

R022806141001097.000
WALLACE GERALD L JR & MELISSA W
3929 YESTER PL
MOBILE AL 36608

R022806141002082.000
MIDDLETON MOLLY S
4 YORK PL
MOBILE AL 36608

R022806141002082.000
MIDDLETON MOLLY S
4 YORK PL
MOBILE AL 36608

R022806141002082.000
MIDDLETON MOLLY S
4 YORK PL
MOBILE AL 36608

R022806141001084.000
METZGER LEONARD H III & BELINDA C
METZGER
4232 THE CEDARS
MOBILE AL 36608

R022806141001084.000
METZGER LEONARD H III & BELINDA C
METZGER
4232 THE CEDARS
MOBILE AL 36608

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METZGER LEONARD H III & BELINDA C
METZGER
4232 THE CEDARS
MOBILE AL 36608

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MARTIN MARY WILLIAMS & JACQUELINE
GALLOWAY
4251 THE CEDARS AVE
MOBILE AL 36608

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MARTIN MARY WILLIAMS & JACQUELINE
GALLOWAY
4251 THE CEDARS AVE
MOBILE AL 36608

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MARTIN MARY WILLIAMS & JACQUELINE
GALLOWAY
4251 THE CEDARS AVE
MOBILE AL 36608

R022806141001083.001
RUNSHANG MARY E
4254 THE CEDARS AVE
MOBILE AL 36608

R022806141001083.001
RUNSHANG MARY E
4254 THE CEDARS AVE
MOBILE AL 36608

R022806141001083.001
RUNSHANG MARY E
4254 THE CEDARS AVE
MOBILE AL 36608

R022806141001085.000
GRAVES ERIC D & PAMELA J
4261 THE CEDARS AVE
MOBILE AL 36608

R022806141001085.000
GRAVES ERIC D & PAMELA J
4261 THE CEDARS AVE
MOBILE AL 36608

R022806141001085.000
GRAVES ERIC D & PAMELA J
4261 THE CEDARS AVE
MOBILE AL 36608

R022806141001083.000
HUGHES JAMES ALLEN & NANCY SUSAN
KLINE HUGHES HUGHES
4300 THE CEDARS AVE
MOBILE AL 36608

R022806141001083.000
HUGHES JAMES ALLEN & NANCY SUSAN
KLINE HUGHES HUGHES
4300 THE CEDARS AVE
MOBILE AL 36608

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HUGHES JAMES ALLEN & NANCY SUSAN
KLINE HUGHES HUGHES
4300 THE CEDARS AVE
MOBILE AL 36608

R022806141001086.000
KILPATRICK KENDALL & MELANIE
KILPATRICK
4301 THE CEDARS AVE
MOBILE AL 36608

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KILPATRICK KENDALL & MELANIE
KILPATRICK
4301 THE CEDARS AVE
MOBILE AL 36608

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KILPATRICK KENDALL & MELANIE
KILPATRICK
4301 THE CEDARS AVE
MOBILE AL 36608

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R022806141001082.000
ZIMLICH JONATHAN C & KRISTEN B
4302 THE CEDARS AVE
MOBILE AL 36608

R022806141001087.000
RAGER KRISTIN
4303 THE CEDARS AVE
MOBILE AL 36608

R022806141001081.001
TAYLOR ASHLEY H & CHARLES H TAYLOR
4304 THE CEDARS AVE
MOBILE AL 36608

R022806141001088.000
KING NURIA B
4305 THE CEDARS AV
MOBILE AL 36608

R022806141001081.000
MYERS THOMAS C & REBECCA G MYERS
4306 THE CEDARS AVENUE
MOBILE AL 36608

R022806141001089.000
ACKER GRAY LEATHERBURY
4307 THE CEDARS AVE
MOBILE AL 36608

R022806141001080.000
MCCRACKEN PAUL JOSEPH
4308 THE CEDARS AVE
MOBILE AL 36608

R022806141001090.001
THOMPSON JOHANNA R & RICHARD F
THOMPSON JR
4309 THE CEDARS AVE
MOBILE AL 36608

R022806141001090.000
SHARP ANDREW D & MARY PATRICIA
SHARP
4310 STEIN AVE
MOBILE AL 36608

Polysurveying and Engineering
Brett Orrell
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R022806141001082.000
ZIMLICH JONATHAN C & KRISTEN B
4302 THE CEDARS AVE
MOBILE AL 36608

R022806141001087.000
RAGER KRISTIN
4303 THE CEDARS AVE
MOBILE AL 36608

R022806141001081.001
TAYLOR ASHLEY H & CHARLES H TAYLOR
4304 THE CEDARS AVE
MOBILE AL 36608

R022806141001088.000
KING NURIA B
4305 THE CEDARS AV
MOBILE AL 36608

R022806141001081.000
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4306 THE CEDARS AVENUE
MOBILE AL 36608

R022806141001089.000
ACKER GRAY LEATHERBURY
4307 THE CEDARS AVE
MOBILE AL 36608

R022806141001080.000
MCCRACKEN PAUL JOSEPH
4308 THE CEDARS AVE
MOBILE AL 36608

R022806141001090.001
THOMPSON JOHANNA R & RICHARD F
THOMPSON JR
4309 THE CEDARS AVE
MOBILE AL 36608

R022806141001090.000
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SHARP
4310 STEIN AVE
MOBILE AL 36608

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R022806141001082.000
ZIMLICH JONATHAN C & KRISTEN B
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MOBILE AL 36608

R022806141001087.000
RAGER KRISTIN
4303 THE CEDARS AVE
MOBILE AL 36608

R022806141001081.001
TAYLOR ASHLEY H & CHARLES H TAYLOR
4304 THE CEDARS AVE
MOBILE AL 36608

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KING NURIA B
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MOBILE AL 36608

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ACKER GRAY LEATHERBURY
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MCCRACKEN PAUL JOSEPH
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MOBILE AL 36608

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THOMPSON JOHANNA R & RICHARD F
THOMPSON JR
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MOBILE AL 36608

R022806141001090.000
SHARP ANDREW D & MARY PATRICIA
SHARP
4310 STEIN AVE
MOBILE AL 36608

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R022806141001079.000
HIERONYMUS FORREST & ALISON
HIERONYMUS
4310 THE CEDARS AVE
MOBILE AL 36608

R022806141001078.000
MCGOWIN JOSEPH FREDERICK IV & ELNA
CATHERINE STOKES
MCGOWIN
4312 THE CEDARS AVE
MOBILE AL 36608
R022806141001077.000
MCDONALD JAMES HARLEY & AGNES
ELIZABETH WILSON MCDONALD
4350 THE CEDARS AVE
MOBILE AL 36608

R022806141001076.000
KIRK WALTER LOUIS & CYNTHIA
4352 THE CEDARS AVE
MOBILE AL 36608

R022806141001092.01
RICHARDS DAVID A & DEBRA M
4355 THE CEDARS AVE
MOBILE AL 36608

R022806141001075.000
BAILEY MICHAEL RILEY & SUSAN K
4356 THE CEDARS
MOBILE AL 36608

R022806141001093.000
MONSON NICHOLAS & MARY HARTLEY
MONSON
4357 THE CEDARS AVE
MOBILE AL 36608

R022806141001074.000
RAUSCH DOROTHY NELL
4358 THE CEDARS AVE
MOBILE AL 36608

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BOUDREAUX CAROLE W
4359 THE CEDARS
MOBILE AL 36608

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

R022806141001079.000
HIERONYMUS FORREST & ALISON
HIERONYMUS
4310 THE CEDARS AVE
MOBILE AL 36608

R022806141001078.000
MCGOWIN JOSEPH FREDERICK IV & ELNA
CATHERINE STOKES
MCGOWIN
4312 THE CEDARS AVE
MOBILE AL 36608
R022806141001077.000
MCDONALD JAMES HARLEY & AGNES
ELIZABETH WILSON MCDONALD
4350 THE CEDARS AVE
MOBILE AL 36608

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KIRK WALTER LOUIS & CYNTHIA
4352 THE CEDARS AVE
MOBILE AL 36608

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RICHARDS DAVID A & DEBRA M
4355 THE CEDARS AVE
MOBILE AL 36608

R022806141001075.000
BAILEY MICHAEL RILEY & SUSAN K
4356 THE CEDARS
MOBILE AL 36608

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MONSON NICHOLAS & MARY HARTLEY
MONSON
4357 THE CEDARS AVE
MOBILE AL 36608

R022806141001074.000
RAUSCH DOROTHY NELL
4358 THE CEDARS AVE
MOBILE AL 36608

R022806141001093.01
BOUDREAUX CAROLE W
4359 THE CEDARS
MOBILE AL 36608

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Brett Orrell
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Mobile, AL, 36619

R022806141001079.000
HIERONYMUS FORREST & ALISON
HIERONYMUS
4310 THE CEDARS AVE
MOBILE AL 36608

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MCGOWIN JOSEPH FREDERICK IV & ELNA
CATHERINE STOKES
MCGOWIN
4312 THE CEDARS AVE
MOBILE AL 36608
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MCDONALD JAMES HARLEY & AGNES
ELIZABETH WILSON MCDONALD
4350 THE CEDARS AVE
MOBILE AL 36608

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KIRK WALTER LOUIS & CYNTHIA
4352 THE CEDARS AVE
MOBILE AL 36608

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RICHARDS DAVID A & DEBRA M
4355 THE CEDARS AVE
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BAILEY MICHAEL RILEY & SUSAN K
4356 THE CEDARS
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MONSON NICHOLAS & MARY HARTLEY
MONSON
4357 THE CEDARS AVE
MOBILE AL 36608

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RAUSCH DOROTHY NELL
4358 THE CEDARS AVE
MOBILE AL 36608

R022806141001093.01
BOUDREAUX CAROLE W
4359 THE CEDARS
MOBILE AL 36608

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

R022806141001072.000
ROWAN MARTHA ANN
4400 THE CEDARS AVE
MOBILE AL 36608

R022806141001095.000
DREW DANIEL
4401 THE CEDARS AVE
MOBILE AL 36608

R022806141001096.000
DOGGETT JOE S & LOUISE STICKNEY
4403 THE CEDARS AVE
MOBILE AL 36608

R022806141001071.000
VOLLMER AUSTIN CLAIRE
4404 THE CEDARS AVE
MOBILE AL 36608

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PETERS ADELE P & WAYNE W PETERS
4407 THE CEDARS
MOBILE AL 36608

R022806141001069.000
DAUGHERTY HAL L JR & LYNNE F
4408 THE CEDARS AVE
MOBILE AL 36608

R022806141001098.000
BRIDGES WILLIAM R & JANET M
4411 THE CEDARS AVE
MOBILE AL 36608

R022806141001067.001
SPRINGHILL CEMETERY ASSOC
4505 OLD SHELL RD
MOBILE AL 36608

R022806141001070.000
CRAFT ROBERT S & TRUDY C CRAFT
464 W CANAL DR
GULF SHORES AL 36542

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

R022806141001072.000
ROWAN MARTHA ANN
4400 THE CEDARS AVE
MOBILE AL 36608

R022806141001095.000
DREW DANIEL
4401 THE CEDARS AVE
MOBILE AL 36608

R022806141001096.000
DOGGETT JOE S & LOUISE STICKNEY
4403 THE CEDARS AVE
MOBILE AL 36608

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VOLLMER AUSTIN CLAIRE
4404 THE CEDARS AVE
MOBILE AL 36608

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PETERS ADELE P & WAYNE W PETERS
4407 THE CEDARS
MOBILE AL 36608

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DAUGHERTY HAL L JR & LYNNE F
4408 THE CEDARS AVE
MOBILE AL 36608

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BRIDGES WILLIAM R & JANET M
4411 THE CEDARS AVE
MOBILE AL 36608

R022806141001067.001
SPRINGHILL CEMETERY ASSOC
4505 OLD SHELL RD
MOBILE AL 36608

R022806141001070.000
CRAFT ROBERT S & TRUDY C CRAFT
464 W CANAL DR
GULF SHORES AL 36542

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Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

R022806141001072.000
ROWAN MARTHA ANN
4400 THE CEDARS AVE
MOBILE AL 36608

R022806141001095.000
DREW DANIEL
4401 THE CEDARS AVE
MOBILE AL 36608

R022806141001096.000
DOGGETT JOE S & LOUISE STICKNEY
4403 THE CEDARS AVE
MOBILE AL 36608

R022806141001071.000
VOLLMER AUSTIN CLAIRE
4404 THE CEDARS AVE
MOBILE AL 36608

R022806141001097.001
PETERS ADELE P & WAYNE W PETERS
4407 THE CEDARS
MOBILE AL 36608

R022806141001069.000
DAUGHERTY HAL L JR & LYNNE F
4408 THE CEDARS AVE
MOBILE AL 36608

R022806141001098.000
BRIDGES WILLIAM R & JANET M
4411 THE CEDARS AVE
MOBILE AL 36608

R022806141001067.001
SPRINGHILL CEMETERY ASSOC
4505 OLD SHELL RD
MOBILE AL 36608

R022806141001070.000
CRAFT ROBERT S & TRUDY C CRAFT
464 W CANAL DR
GULF SHORES AL 36542

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

R022806141001067.01
SPRINGHILL CEMETERY ASSN
612 CHELSEA DR E
MOBILE AL 36608

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SPRINGHILL CEMETERY ASSN
612 CHELSEA DR E
MOBILE AL 36608

R022806141001067.01
SPRINGHILL CEMETERY ASSN
612 CHELSEA DR E
MOBILE AL 36608

R022806141001092.000
FOWLKES STEPHEN O
714 SPAIN ST
NEW ORLEANS LA 70117

R022806141001092.000
FOWLKES STEPHEN O
714 SPAIN ST
NEW ORLEANS LA 70117

R022806141001092.000
FOWLKES STEPHEN O
714 SPAIN ST
NEW ORLEANS LA 70117

R022806141002104.000
ELCAN JAMIE BENNETT 2020 SHM TRUST
75 HATHAWAY RD N
MOBILE AL 36608

R022806141002104.000
ELCAN JAMIE BENNETT 2020 SHM TRUST
75 HATHAWAY RD N
MOBILE AL 36608

R022806141002104.000
ELCAN JAMIE BENNETT 2020 SHM TRUST
75 HATHAWAY RD N
MOBILE AL 36608

R022806141002105.000
MCALEER WILLIAM J III
77 HATHAWAY RD N
MOBILE AL 36608

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MCALEER WILLIAM J III
77 HATHAWAY RD N
MOBILE AL 36608

R022806141002105.000
MCALEER WILLIAM J III
77 HATHAWAY RD N
MOBILE AL 36608

R022806141002106.000
BOWDEN JAMES E & VICKIE BOWDEN
79 HATHAWAY RD N
MOBILE AL 36608

R022806141002106.000
BOWDEN JAMES E & VICKIE BOWDEN
79 HATHAWAY RD N
MOBILE AL 36608

R022806141002106.000
BOWDEN JAMES E & VICKIE BOWDEN
79 HATHAWAY RD N
MOBILE AL 36608

R022806141001034.000
WILLCOX ROBERT SAVAGE JR 2/3 INT &
SERENA E WILLCOX 1/3
INT
816 OAKDALE DR
AUBURN AL 36830
R022806141002011.000
LOTT WILLIAM C II
82 HATHAWAY RD N
MOBILE AL 36608

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WILLCOX ROBERT SAVAGE JR 2/3 INT &
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LOTT WILLIAM C II
82 HATHAWAY RD N
MOBILE AL 36608

R022806141001067.000
WATER & SEWER BOARD
P O BOX 180249
MOBILE AL 36618

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WATER & SEWER BOARD
P O BOX 180249
MOBILE AL 36618

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WATER & SEWER BOARD
P O BOX 180249
MOBILE AL 36618

R022806141001036.000
QUINNELLY JEFFREY E & CHERYL A
QUINNELLY
P O BOX 81449
MOBILE AL 36689

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QUINNELLY JEFFREY E & CHERYL A
QUINNELLY
P O BOX 81449
MOBILE AL 36689

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

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

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

R022806141001073.000
STIMPSON NEDRA G
PO BOX 1663
MOBILE AL 36601

R022806141001073.000
STIMPSON NEDRA G
PO BOX 1663
MOBILE AL 36601

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STIMPSON NEDRA G
PO BOX 1663
MOBILE AL 36601

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CITY OF MOBILE
PO BOX 1827
MOBILE AL 36633

R022806141002009.000
CITY OF MOBILE
PO BOX 1827
MOBILE AL 36633

R022806141002009.000
CITY OF MOBILE
PO BOX 1827
MOBILE AL 36633

R022806141001050.000
QUINNELLY JEFF
PO BOX 81449
MOBILE AL 36608

R022806141001050.000
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PO BOX 81449
MOBILE AL 36608

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Agenda Item # 10

SUB-003399-2025 & MOD-003427-2025

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

[Applicant Materials for Consideration – Subdivision](#)

[Applicant Materials for Consideration – Planned Unit Development Modification](#)

DETAILS

Location:

348 & 360 North McGregor Avenue

Applicant / Agent:

Daryl Russell, Board of Water & Sewer Commissioners
of the City of Mobile

Property Owner:

Board of Water & Sewer Commissioners of the City of
Mobile

Current Zoning:

R-1, Single-Family Residential Suburban District

Future Land Use:

Mixed Density Residential

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- N/A

Proposal:

- Subdivision approval to create two (2) legal lots
of record
- Modification of a previously approved Planning
Approval

Considerations:

- Subdivision approval with nine (9) conditions
- Modification of a previously approved Planning
Approval with ten (10) 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.

APPLICATION NUMBER	10	DATE	August 21, 2025
APPLICANT	Mordecai Lane Subdivision		
REQUEST	Subdivision, PA Modification		



SITE HISTORY

The subject site was annexed into the City of Mobile in 1956.

In June 1964, the Board of Zoning Adjustment denied a request for an extension of the Civil Defense building to come to the side property line.

In June 1966, the Board approved a request for an extension of the Civil Defense building to come to the side property line subject to the conditions of the building being one (1) story in height and that the South wall of the building be of old brick.

The site was assigned an R-1, Single-Family Residential District zoning classification with the adoption of the Zoning Ordinance in 1967.

In July 1986, the Planning Commission approved the site plan for the replacement of the existing water tower.

STAFF COMMENTS

Engineering Comments:

Subdivision

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

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Add 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.
- C. 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.
- D. 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.
- E. 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.
- F. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
- G. 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.

Planning Approval Modification

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

Traffic Engineering Comments:

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 and Article 13, Section 64-13-6 of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

All projects located within the City Limits of Mobile shall comply with the provisions of the City of Mobile Fire Code Ordinance, which adopts the 2021 edition of the International Fire Code (IFC).

Fire apparatus access roads shall be provided to within 150 feet of all non-sprinklered commercial buildings and within 300 feet of all sprinklered commercial buildings, as measured along an approved route around the exterior of the facility.

An approved fire water supply capable of meeting the requirements set forth in Appendices B and C of the 2021 IFC shall be provided for all commercial buildings.

Fire hydrant placement shall comply with the following minimum standards:

- Within 400 feet of non-sprinklered commercial buildings
- Within 600 feet of sprinklered commercial buildings
- Within 100 feet of fire department connections (FDCs) serving standpipe or sprinkler systems

Although the International Residential Code (IRC) functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the International Fire Code, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

Subdivision

The purpose of the subdivision request is to create two (2) legal lots of record from one (1) existing metes-and-bounds parcel. The site is served by public water and sanitary sewer.

The proposed lots have frontage on North McGregor Avenue and Mordecai Lane. North McGregor Avenue is a component of the Major Street Plan as a Minor Arterial Street with a planned 50-foot right-of-way. The preliminary plat indicates a varying right-of-way width along North McGregor Avenue. Therefore, the plat should be revised to indicate the right-of-way width from the centerline of North McGregor Avenue, with dedication required to provide 25 feet from the centerline if necessary. Mordecai Lane is a Minor Street without curb and gutter, requiring a 60-foot wide right-of-way. A substandard 50-foot right-of-way is illustrated. However, as previous subdivision of property along Mordecai Lane did not require dedication of right-of-way, it would seem that none should be required in this case. A waiver of Section 8 A.1. of the Subdivision Regulations requiring dedication would seem in order to allow such. The right-of-way widths of North McGregor Avenue and Mordecai Lane should be labeled on the Final Plat, after any required dedication, if approved.

As on the preliminary plat, the 25-foot minimum building setback line illustrated along both street frontages should be retained on the Final Plat, if approved, adjusted to be measured from any required dedication.

Each lot, as proposed, exceeds the minimum size requirements for lots served by public water and sanitary sewer in an R-1, Single-Family Residential Suburban District, 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. This information should be retained on the Final Plat, adjusted for any required dedication, if approved, or a table should be furnished on the Final Plat providing the same information.

Planning Approval Modification

As previously mentioned, the site was the subject of a Planning Approval heard by the Planning Commission in July 1986 to allow the replacement of the existing water storage tower on the site.

The application at hand focuses on only the inclusion of an internal lot line separating the developed Western portion of the overall site from the undeveloped Eastern portion. No new development at this time is proposed on either of the proposed lots by the Modification. Lot 1 of the proposed subdivision would retain the existing

water tower and other supporting structures, and Lot 2 would remain vacant. The Modification serves to add the internal common lot line to coincide with the proposed subdivision. The site plan depicts the addition of the interior lot line, as proposed by the Subdivision request, and illustrates that only proposed Lot 1 is developed. The size of the proposed lots is not depicted on the preliminary site plan. Therefore, the site plan should be revised to label each lot with its size in both square feet and acres, adjusted for any required dedication, or a table should be furnished on the site plan providing the same information, if approved.

The right-of-way widths of North McGregor Avenue and Mordecai Lane should be retained on the Final MOD site plan, if approved, adjusted for any required dedication.

The site plan should be revised to illustrate the 25-foot minimum building setback line along both street frontages, if approved, as measured from any required dedication.

It should be noted that future development or redevelopment of either of the lots may require additional modifications of the Planning Approval to be approved by the Planning Commission and City Council, or possibly a Special Exception for an Intermediate Utility expansion in R-1 to be approved by the Board of Zoning Adjustment. A note stating as much should be placed on the recorded site plan, if approved.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

Based on the preceding, if the Subdivision request is considered for approval, and with a waiver of Section 8 A.1. of the Subdivision Regulations, the following conditions could apply:

1. Revision of the plat to label the right-of-way width of North McGregor Avenue, adjusted for any required dedication;
2. Retention of the right-of-way width of Mordecai Lane on the Final Plat;
3. Retention of the 25-foot minimum building setback line along both street frontages on the Final Plat, adjusted to be measured from any required dedication;
4. Retention of the lot size labels on the Final Plat, adjusted for any required dedication, or the furnishing of a table on the Final Plat providing the same information;
5. Submittal to and approval by Planning and Zoning of a revised Planning Approval site plan prior to signing the Final Plat;
6. Compliance with all Engineering comments noted in this staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report; and,
9. Compliance with all Fire Department comments noted in this staff report.

PLANNING APPROVAL MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning 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, the following Findings of Fact must apply:

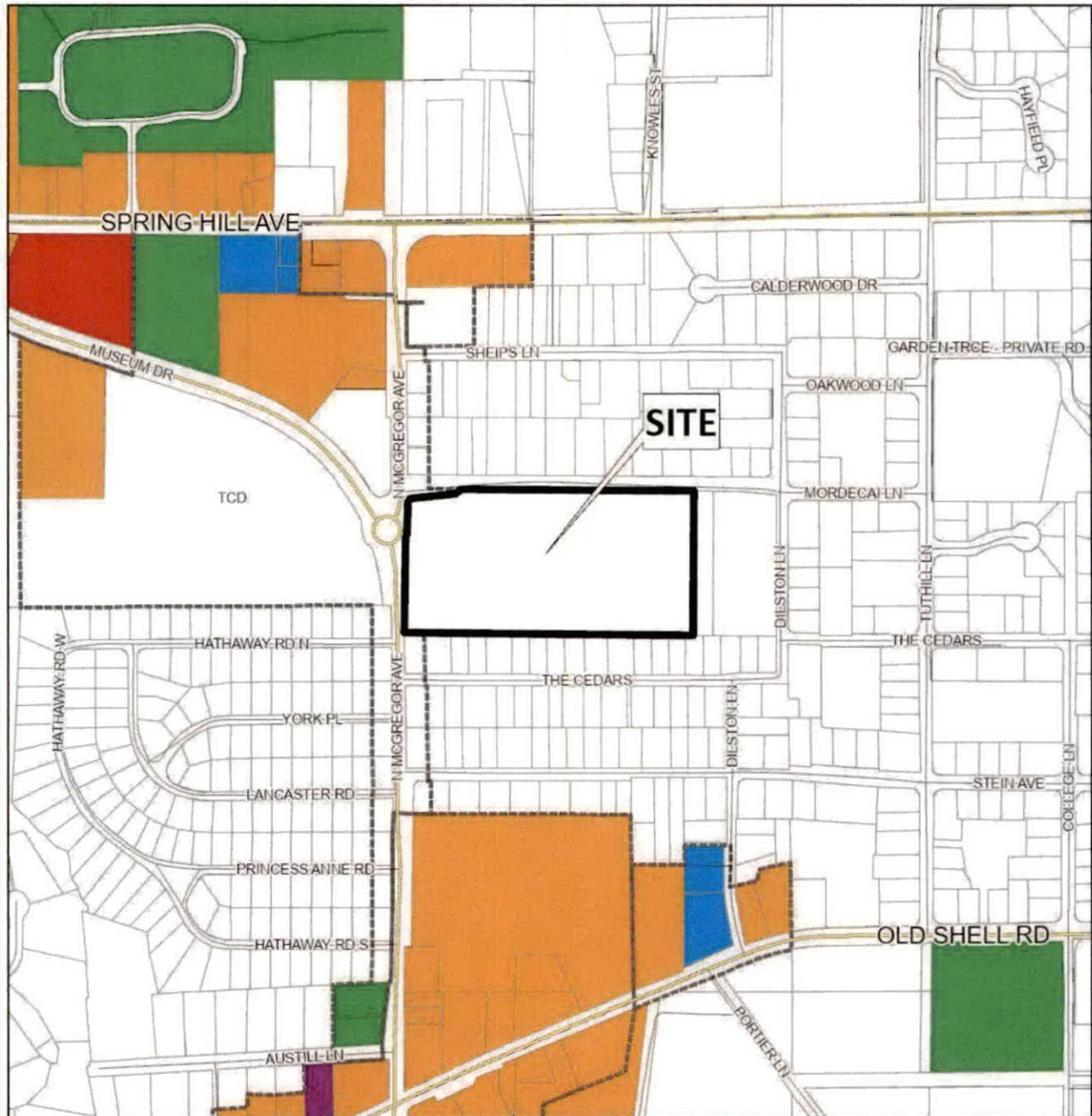
- a. Is consistent with all applicable requirements of this Chapter;
- b. Is compatible with the character of the surrounding neighborhood;
- c. Will not impede the orderly development and improvement of surrounding property;
- d. Will not adversely affect the health, safety or welfare of persons living 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 the Planning Commission considers a recommendation of approval of the Modified Planning Approval, it should be subject to the following conditions:

1. Revision of the site plan to label each lot with its size in both square feet and acres, after any required dedication, or the furnishing of a table on the site plan providing the same information;
2. Revision of the site plan to label the right-of-way width of North McGregor Avenue, adjusted for any required dedication;
3. Retention of the right-of-way width labels of Mordecai Lane on the site plan;
4. Revision of the site plan to illustrate the 25-foot minimum building setback line along both street frontages, as measured from any right-of-way dedication;
5. Placement of a note on the revised site plan stating that future development or redevelopment of either of the lots may require additional modifications of the Planning Approval to be approved by the Planning Commission and City Council, or possibly a Special Exception approved by the Board of Zoning Adjustment to allow an Intermediate Utility expansion in R-1;
6. Submittal to and approval by Planning and Zoning of a revised Planning Approval site plan prior to signing the Final Plat for the associated subdivision;
7. Compliance with all Engineering comments noted in this staff report;
8. Placement of a note on the site plan 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.

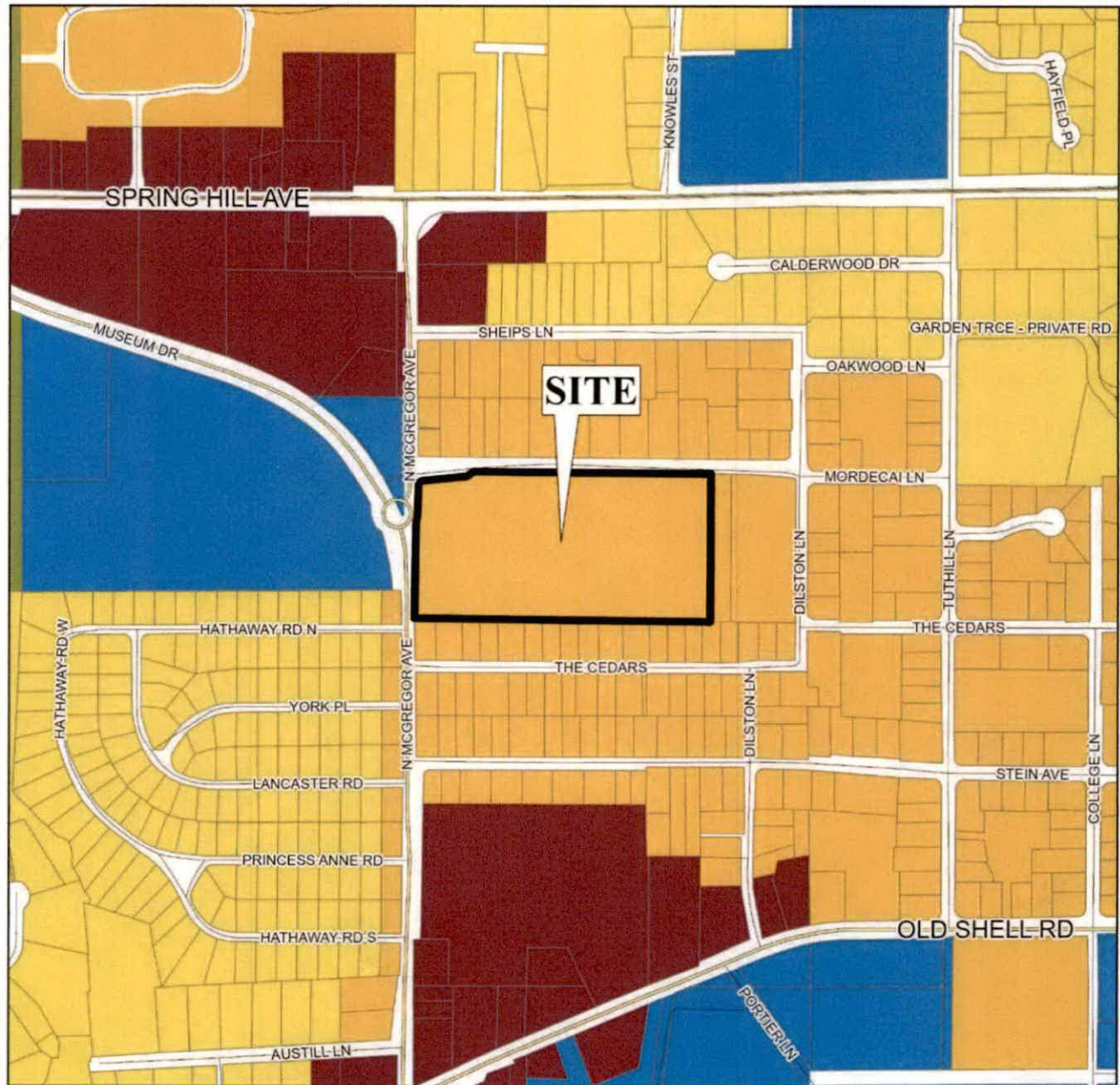
LOCATOR ZONING MAP



APPLICATION NUMBER 10 DATE August 21, 2025
APPLICANT Mordecai Lane Subdivision
REQUEST Subdivision, PA Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE August 21, 2025

APPLICANT Mordecai Lane Subdivision

REQUEST Subdivision, PA Modification

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 10 DATE August 21, 2025

APPLICANT Mordecai Lane Subdivision

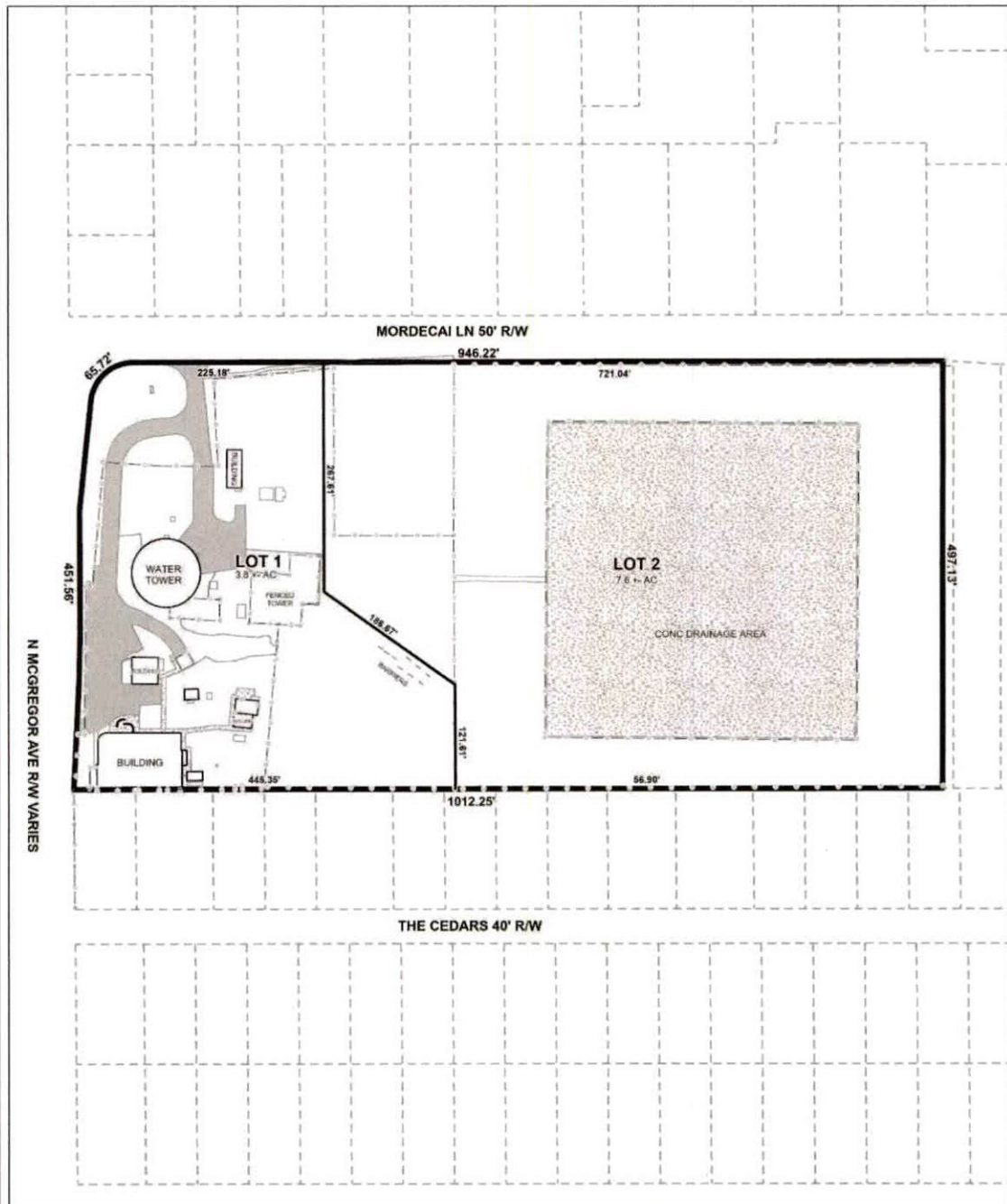
REQUEST Subdivision, PA Modification

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



NTS

SITE PLAN



The site plan illustrates existing buildings, water tower, and fencing.

APPLICATION NUMBER	10	DATE	August 21, 2025
APPLICANT	Mordecai Lane Subdivision		
REQUEST	Subdivision, PA 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 (WDW/RU)
RESIDENTIAL - AG	R-A													□		
ONE-FAMILY RESIDENCE	R-1	■					■		■					□		
TWO-FAMILY RESIDENCE	R-2	■					■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■				■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○				■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○			■	■	■	■					□		
HISTORIC BUSINESS	H-B				■		■		■					□		
VILLAGE CENTER	TCD						■	■						□		
NEIGH. CENTER	TCD						■	■						□		
NEIGH. GENERAL	TCD						■							□		
DOWNTOWN DEV. DDD	T-6				■									□		
DOWNTOWN DEV. DDD	T-5.1				■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2				■		■							□		
DOWNTOWN DEV. DDD	T-4				■		■		□					□		
DOWNTOWN DEV. DDD	T-3				■		■							□		
DOWNTOWN DEV. DDD	SD-WH										○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□				□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○				□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○				□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3					■				■			○	□	○	
GEN. BUSINESS	B-4				■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5									■	■			□	□	
LIGHT INDUSTRY	I-1										■			□	□	□
HEAVY INDUSTRY	I-2											■		□		□

Zoning District Correspondence Matrix

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

MIXED DENSITY RESIDENTIAL (MxDR)

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

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

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

41-1507

2025

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 560 Providence Park Drive East

Pursuant to Resolution of the Mobile, Alabama City Council adopted **November 25, 2025**, a public hearing will be held on the **30th day of December, 2025**, at 10:30 a.m., to consider adoption of an ordinance for the proposed Modification of a Previously Approved Planned Unit Development for property located at 560 Providence Park Drive East.

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 August 08, 2025, to amend a previously approved master plan, to allow construction of a multi-family residential building with 56 dwelling units, with shared access between multiple buildings/sites located at 560 Providence Park Drive East and described as follows:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE NORTH 89° - 49' - 19" EAST 20.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 89° - 49' - 19" EAST 495.91 FEET TO THE SOUTHEAST CORNER OF LOT 2, AIRPORT / CODY SUBDIVISION AS RECORDED IN MAP BOOK 86, PAGE 103, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 01° - 07' - 41" EAST 17.84 FEET TO THE SOUTHWEST CORNER OF LOT 1, HAVERTY'S SUBDIVISION AS RECORDED IN MAP BOOK 122, PAGE 24; THENCE SOUTH 00° - 47' - 50" WEST 602.22 FEET; THENCE NORTH 65° - 18' - 37" WEST 186.01 FEET TO THE P.C. OF A 550.00 FOOT RADIUS CURVE TO THE LEFT; THENCE WESTWARDLY ALONG THE ARC OF SAID CURVE 230.16 FEET TO THE P.T. THEREOF; THENCE NORTH 89° - 18' - 07" WEST 77.87 FEET TO THE P.C. OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 39.20 FEET (CHORD BEARS SOUTH 45° - 44' - 39" WEST 35.31 FEET) TO THE P.T. THEREOF ON THE EAST LINE OF CODY ROAD; THENCE NORTH 00° - 47' - 50" EAST ALONG SAID EAST LINE 514.21 FEET TO THE POINT OF BEGINNING.

WHEREAS, on October 16, 2025, the owner of said property applied for a Major Modification of a previously approved Planned Unit Development amending a previously approved master plan, to allow construction of a multi-family residential building with 56 dwelling units, with shared access between multiple buildings sites.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on November 20, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Retention of the lot size label in square feet and acres on the Final PUD Site Plan;
2. Retention of the 25-foot front yard setback along Cody Road South on the Final PUD Site Plan;
3. Revision of the site plan to depict curbing where vehicles could extend beyond the parking lot, or illustrate wheel stops where applicable;
4. Revision of the site plan to include bicycle parking in compliance with Article 3, Section 64-3-12.A.9. of the UDC, including required quantities and locations;
5. Revision of the Final PUD Site Plan to illustrate directional areas indicating traffic flow;
6. Provision of a note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
7. Retention of the sidewalk along Cody Road South on the Final PUD Site Plan unless a Sidewalk Waiver is approved by the Planning Commission;
8. Retention of the building's size in square feet on the Final PUD Site Plan;
9. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that the new building will comply with these standards;
10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height in the B-3 Suburban District is 50 feet;
11. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting;
12. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC, or provision of a note stating curbside waste management will be utilized, or obtain approval of a variance from the Board of Zoning Adjustment;
13. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
14. Compliance with all Engineering comments noted in the staff report;
15. Compliance with all Traffic Engineering comments noted in the staff report;
16. Compliance with all Urban Forestry comments noted in the staff report;
17. Compliance with all Fire Department comments noted in the staff report;
18. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
19. 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 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.

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

Section One: That the modification of the Planned Unit Development is hereby approved with the following required conditions:

- 1. Retention of the lot size label in square feet and acres on the Final PUD Site Plan;
- 2. Retention of the 25-foot front yard setback along Cody Road South on the Final PUD Site Plan;
- 3. Revision of the site plan to depict curbing where vehicles could extend beyond the parking lot, or illustrate wheel stops where applicable;
- 4. Revision of the site plan to include bicycle parking in compliance with Article 3, Section 64-3-12.A.9. of the UDC, including required quantities and locations;
- 5. Revision of the Final PUD Site Plan to illustrate directional areas indicating traffic flow;
- 6. Provision of a note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
- 7. Retention of the sidewalk along Cody Road South on the Final PUD Site Plan unless a Sidewalk Waiver is approved by the Planning Commission;
- 8. Retention of the building's size in square feet on the Final PUD Site Plan;
- 9. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that the new building will comply with these standards;
- 10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height in the B-3 Suburban District is 50 feet;
- 11. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting;

12. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC, or provision of a note stating curbside waste management will be utilized, or obtain approval of a variance from the Board of Zoning Adjustment;
13. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
14. Compliance with all Engineering comments noted in the staff report;
15. Compliance with all Traffic Engineering comments noted in the staff report;
16. Compliance with all Urban Forestry comments noted in the staff report;
17. Compliance with all Fire Department comments noted in the staff report;
18. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
19. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 30th day of December 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 3rd day of December, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **560 Providence Park Drive East**.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on **August 08, 2025**. The owner of said property has applied for a Major Modification of a previously approved Planned Unit Development amending a previously approved master plan, to allow construction of a multi-family residential building with 56 dwelling units, with shared access between multiple buildings sites. If approved, the Major Modification will allow construction of a multi-family residential building with 56 dwelling units, with shared access between multiple buildings sites, subject to the following proposed conditions: 1. Retention of the lot size label in square feet and acres on the Final PUD Site Plan; 2. Retention of the 25-foot front yard setback along Cody Road South on the Final PUD Site Plan; 3. Revision of the site plan to depict curbing where vehicles could extend beyond the parking lot, or illustrate wheel stops where applicable; 4. Revision of the site plan to include bicycle parking in compliance with Article 3, Section 64-3-12.A.9. of the UDC, including required quantities and locations; 5. Revision of the Final PUD Site Plan to illustrate directional areas indicating traffic flow; 6. Provision of a note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting; 7. Retention of the sidewalk along Cody Road South on the Final PUD Site Plan unless a Sidewalk Waiver is approved by the Planning Commission; 8. Retention of the building's size in square feet on the Final PUD Site Plan; 9. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that the new building will comply with these standards; 10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height in the B-3 Suburban District is 50 feet; 11. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting; 12. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC, or provision of a note stating curbside waste management will be utilized, or obtain approval of a variance from the Board of Zoning Adjustment; 13. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council; 14. Compliance with all Engineering comments noted in the staff report; 15. Compliance with all Traffic Engineering comments noted in the staff report; 16. Compliance with all Urban Forestry

comments noted in the staff report; 17. Compliance with all Fire Department comments noted in the staff report; 18. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 19. Full compliance with all municipal codes and ordinances.

This proposed amendment to the Unified Development Code will be in full force and effect from and 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 August 08, 2025, to amend a previously approved master plan, to allow construction of a multi-family residential building with 56 dwelling units, with shared access between multiple buildings sites located at **560 Providence Park Drive East** and described as follows:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE NORTH 89° - 49' - 19" EAST 20.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 89° - 49' - 19" EAST 495.91 FEET TO THE SOUTHEAST CORNER OF LOT 2, AIRPORT / CODY SUBDIVISION AS RECORDED IN MAP BOOK 86, PAGE 103, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 01° - 07' - 41" EAST 17.84 FEET TO THE SOUTHWEST CORNER OF LOT 1, HAVERTY'S SUBDIVISION AS RECORDED IN MAP BOOK 122, PAGE 24; THENCE SOUTH 00° - 47' - 50" WEST 602.22 FEET; THENCE NORTH 65° - 18' - 37" WEST 186.01 FEET TO THE P.C. OF A 550.00 FOOT RADIUS CURVE TO THE LEFT; THENCE WESTWARDLY ALONG THE ARC OF SAID CURVE 230.16 FEET TO THE P.T. THEREOF; THENCE NORTH 89° - 18' - 07" WEST 77.87 FEET TO THE P.C. OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 39.20 FEET (CHORD BEARS SOUTH 45° - 44' - 39" WEST 35.31 FEET) TO THE P.T. THEREOF ON THE EAST LINE OF CODY ROAD; THENCE NORTH 00° - 47' - 50" EAST ALONG SAID EAST LINE 514.21 FEET TO THE POINT OF BEGINNING.

WHEREAS, on **October 16, 2025**, the owner of said property applied for a Major Modification of a previously approved Planned Unit Development amending a previously approved master plan, to **allow construction of a multi-family residential building with 56 dwelling units, with shared access between multiple buildings sites.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **November 20, 2025**, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Retention of the lot size label in square feet and acres on the Final PUD Site Plan;
2. Retention of the 25-foot front yard setback along Cody Road South on the Final PUD Site Plan;
3. Revision of the site plan to depict curbing where vehicles could extend beyond the parking lot, or illustrate wheel stops where applicable;

4. Revision of the site plan to include bicycle parking in compliance with Article 3, Section 64-3-12.A.9. of the UDC, including required quantities and locations;
5. Revision of the Final PUD Site Plan to illustrate directional areas indicating traffic flow;
6. Provision of a note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
7. Retention of the sidewalk along Cody Road South on the Final PUD Site Plan unless a Sidewalk Waiver is approved by the Planning Commission;
8. Retention of the building's size in square feet on the Final PUD Site Plan;
9. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that the new building will comply with these standards;
10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height in the B-3 Suburban District is 50 feet;
11. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting;
12. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC, or provision of a note stating curbside waste management will be utilized, or obtain approval of a variance from the Board of Zoning Adjustment;
13. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
14. Compliance with all Engineering comments noted in the staff report;
15. Compliance with all Traffic Engineering comments noted in the staff report;
16. Compliance with all Urban Forestry comments noted in the staff report;
17. Compliance with all Fire Department comments noted in the staff report;
18. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
19. 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 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.

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

Section One: That the modification of the Planned Unit Development is hereby approved with the following required conditions:

1. Retention of the lot size label in square feet and acres on the Final PUD Site Plan;
2. Retention of the 25-foot front yard setback along Cody Road South on the Final PUD Site Plan;
3. Revision of the site plan to depict curbing where vehicles could extend beyond the parking lot, or illustrate wheel stops where applicable;
4. Revision of the site plan to include bicycle parking in compliance with Article 3, Section 64-3-12.A.9. of the UDC, including required quantities and locations;
5. Revision of the Final PUD Site Plan to illustrate directional areas indicating traffic flow;
6. Provision of a note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
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9. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that the new building will comply with these standards;
10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height in the B-3 Suburban District is 50 feet;
11. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting;
12. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC, or provision of a note stating curbside waste management will be utilized, or obtain approval of a variance from the Board of Zoning Adjustment;
13. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
14. Compliance with all Engineering comments noted in the staff report;
15. Compliance with all Traffic Engineering comments noted in the staff report;
16. Compliance with all Urban Forestry comments noted in the staff report;
17. Compliance with all Fire Department comments noted in the staff report;

18. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
19. 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

Clarence Ball, Ball Healthcare
David Dichiara, Kadre Engineering, LLC, Agent
560 Providence Park Drive East
Council District 6
Josh Woods



THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

November 20, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **November 20, 2025**, considered the request of **Clarence Ball, Ball Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)**, for a Major Modification of a previously approved Planned Unit Development amending a previously approved master plan, to allow construction of a multi-family residential building with 56 dwelling units, with shared access between multiple buildings sites for the property located at **560 Providence Park Drive East**.

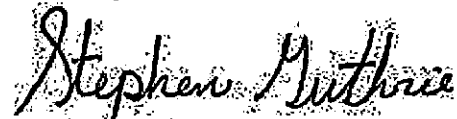
After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Retention of the lot size label in square feet and acres on the Final PUD Site Plan;
2. Retention of the 25-foot front yard setback along Cody Road South on the Final PUD Site Plan;
3. Revision of the site plan to depict curbing where vehicles could extend beyond the parking lot, or illustrate wheel stops where applicable;
4. Revision of the site plan to include bicycle parking in compliance with Article 3, Section 64-3-12.A.9. of the UDC, including required quantities and locations;
5. Revision of the Final PUD Site Plan to illustrate directional areas indicating traffic flow;
6. Provision of a note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
7. Retention of the sidewalk along Cody Road South on the Final PUD Site Plan unless a Sidewalk Waiver is approved by the Planning Commission;
8. Retention of the building's size in square feet on the Final PUD Site Plan;

9. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that the new building will comply with these standards;
10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height in the B-3 Suburban District is 50 feet;
11. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting;
12. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC, or provision of a note stating curbside waste management will be utilized, or obtain approval of a variance from the Board of Zoning Adjustment;
13. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
14. Compliance with all Engineering comments noted in the staff report;
15. Compliance with all Traffic Engineering comments noted in the staff report;
16. Compliance with all Urban Forestry comments noted in the staff report;
17. Compliance with all Fire Department comments noted in the staff report;
18. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
19. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,



Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 20, 2025

Clarence Ball
Ball Healthcare
1 Southern Way
Mobile, AL 36619

Re: 560 Providence Park Drive East
MOD-003515-2025
Clarence Ball, Ball Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)
District 6
Major Modification of a previously approved Planned Unit Development amending a previously approved master plan, to allow construction of a multi-family residential building with 56 dwelling units, with shared access between multiple buildings sites.

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

At its meeting on November 20, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planned Unit Development:

- a. 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 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.

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 lot size label in square feet and acres on the Final PUD Site Plan;
2. Retention of the 25-foot front yard setback along Cody Road South on the Final PUD Site Plan;
3. Revision of the site plan to depict curbing where vehicles could extend beyond the parking lot, or illustrate wheel stops where applicable;
4. Revision of the site plan to include bicycle parking in compliance with Article 3, Section 64-3-12.A.9. of the UDC, including required quantities and locations;
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14. Compliance with all Engineering comments noted in the staff report;
15. Compliance with all Traffic Engineering comments noted in the staff report;
16. Compliance with all Urban Forestry comments noted in the staff report;
17. Compliance with all Fire Department comments noted in the staff report;
18. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
19. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$880.84**. 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

MOD-003515-2025 560 Providence Park Drive East
November 20, 2025

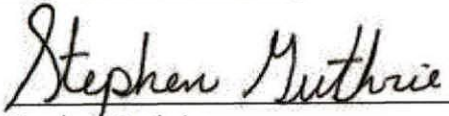
format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning



Planning Commission Application

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

Fees

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

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

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

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

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

☐ Conditional Use Permits

Checklist A

☐ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☒ Previously approved Planning Approvals or Planned Unit Development

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	Clarence Ball	David Dichiaro
Firm:	Ball Healthcare	Kadre Engineering, LLC
Phone:	251-433-9801	205-777-9064
Email:	cmball@ballhealth.com	ddichiaro@kadre-eng.com
Address:	1 Southern Way Mobile, AL 36619	

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

	Owner	Design Professional
Name:	Clarence Ball	David Dichiara
Firm:	Providence Park Apartments, LDT	Kadre Engineering, LLC
Phone:	(251) 454-8742	(205) 777-9064
Email:	cmball@ballhealth.com	ddichiara@kadre-eng.com
Address:	1 Southern Way Mobile, AL 36619	28678 Sampson Ave Orange Beach, AL 36561

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.
 560 Providence Park Drive E, Mobile, AL 36695 6 acres

Property Address 12800142 Property Area (acres or square feet)

Parcel Number(s) or Key Number(s) B-3; Previously approved as PUD Same
 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.

Clarence Ball
 Owner Signature

10-16-25
 Date

Clarence Ball
 Applicant or Agent Signature (if applicable)

10-16-25
 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.

D. De
 Applicant or Agent Signature

10/16/2025
 Date



Plan Submission Contact Information

Name of Project Providence Park Apartments

Address 560 Providence Park Dr E, Mobile, AL 36608

Owner Clarence Ball

Address 1 Southern Way, Mobile, AL Zip Code 36619

Phone (251) 454-8742 Fax NA Email cmball@ballhealth.com

Authorized Agent Lemoine

Address NA Zip Code NA

Phone (251) 485-4855 Fax _____ Email foster.veazy@1lemoine.com

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer David Dichiaro

Address 28678 Sampson Ave, Orange Beach, AL Zip Code 36561

Phone (205) 777-9064 Fax _____ Email ddichiaro@kadre-eng.com

Architect Bruce Taylor

Address 2315 Eastchase Lane, Montgomery AL Zip Code 36117

Phone (334) 272-4044 Fax _____ Email btaylor@mckeanarch.com

Submitted by:

DD
Signature
10/16/2025
Date

David Dichiaro
Print
Civil Engineer
Affiliation to project/Organization

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](#).

First, the development will help meet a current shortage of quality-built, affordable, workforce housing in the area. In addition, the project would bring a significant capital investment, with a meaningful contribution to property taxes. Moreover, this additional proposed housing will greatly enhance the customer base for the retail businesses in the area.

Institutional

Future Land Use Map (FLUM) Designation

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

First, the development will help meet a current shortage of quality-built, affordable, workforce housing in the area. In addition, the project would bring a significant capital investment, with a meaningful contribution to property taxes. Moreover, this additional proposed housing will greatly enhance the customer base for the retail businesses in the area. The public stands to gain in several ways with this proposed development.

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

The proposed development will not have any negative impact or adverse affects on the development or improvements of any adjacent properties.

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

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

☒ Yes ☐ No

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

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

Revised March 2025

6. Please provide the following information:

☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
The development will consist of one (1) 3-story building that consists of 56 units. The height of the 3-story building will be 45 feet.

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
A row of shrubs and small plants/mulch will be located around the entire exterior of the building.

☐ Lighting:
The property will have several light poles throughout the parking lot along with exterior wall pack lights on the buildings.

☐ Hours of operation:
The proposed developments normal hours of operation will be Monday through Friday, 8:00 AM to 5:00 PM.

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

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

The project has been designed to follow all required building codes, city ordinances and state regulations as they apply to this project. This ensures a project that meets or exceeds requirements

and is quality project that is not detrimental to public health.

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.

First, the development will help meet a current shortage of quality-built, affordable, workforce housing in the area. In addition, the project would bring a significant capital investment, with a meaningful contribution to property taxes. Moreover, this additional proposed housing will greatly enhance the customer base for the retail businesses in the area. The public stands to gain in several ways with this proposed development.

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

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

Revised March 2025



Owner's Letter of Authorization

I, CLARENCE M. BAH JR, 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 PROVIDENCE PARK.

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.

DAVID DICHIARA

Designee (1)

DDICHIARA@KADRE-ENG.COM

Email

205-777-9064

Phone Number

Clarence Bah

Signature of Property Owner

ILEMOINE

Designee (2)

FOSTER.VRAZEY@ILEMOINE.COM

Email

251-485-4855

Phone Number

10-14-25

Date

Parkway Property Holdings, LLC
One Southern Way
Mobile, AL 36619

July 21, 2025

To whom it may concern:

Clarence M. Ball, Jr has the authority to act as an agent on behalf of Parkway Property Holdings, LLC.

Very truly yours,
Parkway Property Holdings, LLC



Matthew J. Hall, CFO
(251) 433-9801

PM PROPERTIES LLC

101 65th Ave.
Meridian, MS 39307

Urban Development Dept.
Planning Section
P.O. Box 1827
Mobile, AL 36633

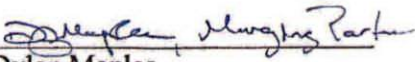
Re: Application for Modification of Existing PUD
Application for Subdivision
Ben M. Radcliff Contractor, Inc.
PM Properties, LLC
3456 Halls Mill Road, Mobile, AL

Dear Sir or Madam:

Please accept this letter as approval and designation of Dylan Maples, Managing Partner of PM Properties, LLC, or Mark Wattier, as agent or authorized person for PM Properties, LLC, to execute and submit an application for Subdivision including the above-referenced property.

Please accept this letter as approval and designation of Dylan Maples, Managing Partner of PM Properties, LLC, or Mark Wattier, as agent or authorized person for PM Properties, LLC, to execute and submit an application for a Modification of the Existing PUD for the above-referenced property.

Sincerely,


Dylan Maples
Managing Partner
PM Properties, LLC

Providence Park Apartments (MOD-003515-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>

Date Thu 10/16/2025 4:01 PM

To wfulmer@kadre-eng.com <wfulmer@kadre-eng.com>

Cc Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>

Good afternoon,

We have completed our initial review of the application for a Major Modification to a previously approved Planned Unit Development referenced above. Before the application can be deemed complete and scheduled for consideration by the Planning Commission, the following items must be addressed:

1. **Owner Authorization:** The application was signed by Clarence Ball via Providence Park Apartments, LDT; however, the current property owner listed is Parkway Property Holdings, LLC. We are unable to verify Providence Park Apartments, LDT's, affiliation with Parkway Property Holdings, LLC, or Mr. Ball's affiliation with Providence Park Apartments, LDT. Please provide one of the following to satisfy this requirement:
 - Proof of ownership by Providence Park Apartments, LTD
 - An authorization letter issued by Providence Park Apartments, LDT, explicitly authorizing Mr. Clarence Ball to act on their behalf; or
 - Documentation confirming that Mr. Clarence Ball is an officer or authorized agent of Providence Park Apartments, LDT.
 - If Parkway Property Holdings, LLC, is the current property owner, we will need similar authorization from them for Mr. Ball to submit the request on their behalf.
2. **DWG File Submission:** If you have not already done so, please submit the DWG AutoCAD file for the conceptual plan to our GIS staff. For your convenience, Tori has been copied on this message.

Once all the above items have been addressed, an invoice will be issued for the applicable application fees. Please be aware that the application **will not be considered complete** until all required materials are received **and** the invoice has been paid.

If all requirements are fulfilled **by noon on Monday, October 20, 2025**, the application will be placed on the agenda for the **November 20, 2025**, Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,

Logan Anderson

Principal Planner

Build Mobile

dlogananderson@cityofmobile.org

(251) 208-5895



Parkway Property Holdings LLC
1 Southern way
Mobile, AL 36619

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Parkway Property Holdings LLC
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Mobile, AL 36619

Lamar Advertising of South Alabama, Inc.
P.O. Box 66338
Baton Rouge, LA 70896

Ben M. Radcliff Contractor, Inc.
P.O. Box 8368
Mobile, AL 36689

Heron Lakes Country Club
3581 Government Blvd.
Mobile, AL 36693

Wayne and Pamela Maurin
1075 Grand Heron Court East
Mobile, AL 36693

RM Investment Holdings, LLC
P.O. Box 91355
Mobile, AL 36691

Russell J. Hill
RJH Investments, LLC
P.O. Box 8734
Mobile, AL 36689

Donald P. Kelly, Jr.
Elaine Kelly Henderson
John Paul Miller
Patrick Miller
370 S. Sage Avenue
Mobile, AL 36606

Sienna of Alabama, LLC
3075 Selma Highway
Montgomery, AL 36108

PM Properties, LLC
101 65th Avenue
Meridian, MS 39307

Williams Teresa Hathcock, Trustee at
The THW Living Trust
10850 Celeste Road
Saraland, AL 36571

Creax Properties, LLC
510 Marengo Lake Road
Linden, AL 36748

Order of Inca, Inc.
P.O. Box 6723
Mobile, AL 36660

Ramona D. Moorehead
Amanda Leigh Jones
3657 Bebee Point
Theodore, AL 36582

639 N. Dupre, LLC
639 N. Dupre Street
New Orleans, LA 70119

I-65 Office II LLC UNDIV 26% INT
JAY-E LLC UNDIV 24% INT
AIRP UNDIV 12% INT
P.O. Box 7598
Mobile, AL 36670

Mobile County
205 Government St
Mobile, AL 36644

JBC Real Property, LLC
1147 E I-65 Service Rd S
Mobile, AL 36606

James Watkins
Maynard Nexsen PC
11 North Water Street
RSA Battle House Tower
Suite 24290
Mobile, AL 36602

Ball Healthcare West Mobile LLC
1 Southern way
Mobile, AL 36619

Arsland Ashad & Fauzia Quddus
13105 Windrose Cir
Gulfport, MS 39503

University of South Alabama
775 N University Blvd Ste 150
Mobile, AL 36685

Trustee or the Successors, Loretta
Hagan
412 Cody Rd S
Mobile, AL 36695

NNN Reit LP
2202 N West Shore Blvd FL 5
Tampa, FL 33607

Carlos Silva & Orgeta Flor Del Carmen
422 Cody Rd S
Mobile, AL 36695

Deborah June Sizemore
310 Cody Rd S
Mobile, AL 36695

Manuel Valderrama
432 Cody Rd S
Mobile, AL 36695

Gary Soutullo
PO Box 850941
Mobile, AL 36685

Hannah Browning
450 Cody Rd S
Mobile, AL 36695

Billy & Nancy Hiatt
330 Cody RD S
Mobile, AL 36695

L Hagan Properties LLC
412 Cody Rd S
Mobile, AL 36695

Charles Godwin & Weaver Ellis
352 Cody RD S
Mobile, AL 36695

Rebecca Hancock
10056 Bridgewater Dr
Theodore, AL 36582

Chat Nguyen & Ngo Thi Loan Anh Kim
362 Cody RD S
Mobile, AL 36695

Airport & Cody LLC AN
PO Box 160306
Mobile, AL 36616

Byran & Rebecca Strickland
372 Cody RD S
Mobile, AL 36695

7033 Fortis Airport LLC
475 San Antonio Rd S
Los Altos, CA 94022

Thuy Hein VO
382 Cody RD S
Mobile, AL 36695



Agenda Item # 8 MOD-003515-2025

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

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

DETAILS

Location:

560 Providence Park Drive East

Applicant / Agent:

Clarence Ball, Ball Healthcare / David Dichiara, Kadre Engineering, LLC

Property Owner:

Parkway Property Holdings, LLC

Current Zoning:

B-3, Community Business Suburban District

Future Land Use:

Institutional

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Immediately

Proposal:

- Modification of a previously approved Planned Unit Development

Considerations:

1. Modification of a previously approved Planned Unit Development with nineteen (19) conditions.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	6
Exhibits	9

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER	8	DATE	November 20, 2025	 NTS
APPLICANT	Clarence Ball, Ball Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)			
REQUEST	PUD Modification			

SITE HISTORY

The site was originally part of a Subdivision and Planned Unit Development (PUD) approved by the Planning Commission in April 2022 to create two new lots with access to private streets within the larger Providence Park PUD. No development was proposed for either lot at that time. The plat was later recorded in the Mobile County Probate Court in May 2022 as the *Providence Park Northwest Development Parcel Subdivision*.

At its August 8, 2025, meeting, the Planning Commission approved a Major Modification to the PUD to allow construction of a healthcare facility consisting of multiple buildings on Lot A of the subdivision. The subject site, Lot B, was identified as a future development area as part of that modification.

There are no Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

All projects located within the City Limits of Mobile shall comply with the provisions of the City of Mobile Fire Code Ordinance, which adopts the 2021 edition of the *International Fire Code (IFC)*.

Fire apparatus access roads shall be provided to within 150 feet of all non-sprinklered commercial buildings and within 300 feet of all sprinklered commercial buildings, as measured along an approved route around the exterior of the facility.

An approved fire water supply capable of meeting the requirements set forth in *Appendices B and C* of the 2021 IFC shall be provided for all commercial buildings.

Fire hydrant placement shall comply with the following minimum standards:

- Within 400 feet of non-sprinklered commercial buildings
- Within 600 feet of sprinklered commercial buildings
- Within 100 feet of fire department connections (FDCs) serving standpipe or sprinkler systems

Although the *International Residential Code (IRC)* functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the *International Fire Code*, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

As previously noted, the site was included in Planned Unit Development (PUD) approvals in April 2022 and August 2025, neither of which proposed development of the subject property. The applicant now proposes to construct a 56-unit apartment building on the site, necessitating a Major Modification to amend the previously approved PUD plans.

The property is zoned B-3, Community Business, Suburban District, which permits multi-family residential uses by right. A detailed project description, along with all associated application materials, is available through the link provided on Page 1 of this report.

The size of the lot is provided in a table on the preliminary site plan. This information should be retained on the Final PUD Site Plan, if approved.

Access to the site is provided from Cody Road South, along which a 25-foot front yard setback is illustrated on the site plan, consistent with Article 2, Section 64-2-14.E of the UDC. This setback should be retained on the Final PUD Site Plan, if approved.

Surrounding properties are also zoned B-3, Suburban District; therefore, a residential protection buffer is not required along side or rear property lines.

Per Table 64-3-12.1 of Article 3 of the UDC, a minimum of 1.5 off-street parking spaces per dwelling unit is required, resulting in a total of 84 spaces for the proposed 56-unit development. The site plan includes a parking table indicating 84 off-street parking spaces, each of which appears to meet the dimensional standards of Table 64-3-12.2.

Pedestrian walkways are illustrated connecting the parking area to the proposed building; however, it is unclear whether adequate curbing is provided to prevent vehicle overhang. Wheel stops are shown only for accessible spaces. Accordingly, the site plan should be revised to indicate where curbing is provided, or alternatively, the Final PUD Site Plan should be updated to illustrate wheel stops where curbing is absent.

A sidewalk is depicted along Cody Road South, connecting to the internal pedestrian walkways.

Bicycle parking is neither depicted nor referenced in the parking table. The site plan should be revised to demonstrate compliance with the bicycle parking standards of Article 3, Section 64-3-12.A.9 of the UDC, including required minimum quantities and placement.

Two-way traffic circulation is proposed, requiring 24-foot-wide drive aisles per Table 64-3-12.2. The site plan appears to meet this requirement. Directional arrows indicating traffic flow should be included on the revised site plan and updated as necessary if circulation patterns change.

Parking lot lighting must comply with the illumination standards of Section 64-3-9.C of the UDC. A note to this effect should be included on the Final PUD Site Plan, and a photometric plan will be required at the time of permitting to verify compliance.

No elevation drawings were provided. Pursuant to Section 64-3-6 of Article 3 of the UDC, the proposed building must include at least one feature from each of the following design categories:

1. Site Frontage
2. Building Form – Height
3. Building Form – Wall
4. Architectural Feature

The maximum allowable building height in the B-3, Suburban District is 50 feet.

The building's size is labeled in square feet on the preliminary site plan. This information should be retained on or incorporated into a data table on the Final PUD Site Plan.

No tree plantings or landscaping are illustrated or quantified on the current plan. A note stating compliance with the tree planting and landscape requirements of Article 3, Section 64-3-7 of the UDC should be included on the Final PUD Site Plan. A detailed landscape plan will be required at permitting to confirm compliance.

No dumpster pad or waste management facilities are illustrated, and no note referencing waste disposal is provided. If approved, the Final PUD Site Plan should include a note confirming compliance with the dumpster enclosure and placement standards of Section 64-3-13.A.4 of the UDC. Alternatively, if curbside collection is proposed, that should be noted on the plan.

Signage is not depicted or described in the application materials. Any signage will require separate review and permitting through the Planning and Zoning Department. Illuminated signage must be installed by a licensed and bonded sign contractor and will require electrical permits from the Permitting Department.

Any future development or redevelopment of the site may require additional PUD modifications, subject to review and approval by the Planning Commission and City Council. A note to this effect should be included on the Final PUD Site Plan.

If approved, a revised Modified PUD Site Plan (hard copy and PDF) must be submitted to and approved by the Planning and Zoning Department prior to recordation in Probate Court, in accordance with Section 64-5-8.B.2(f) of the UDC.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planned Unit Development Modifications:

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

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 - a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 - b. Includes adequate public facilities and utilities;
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

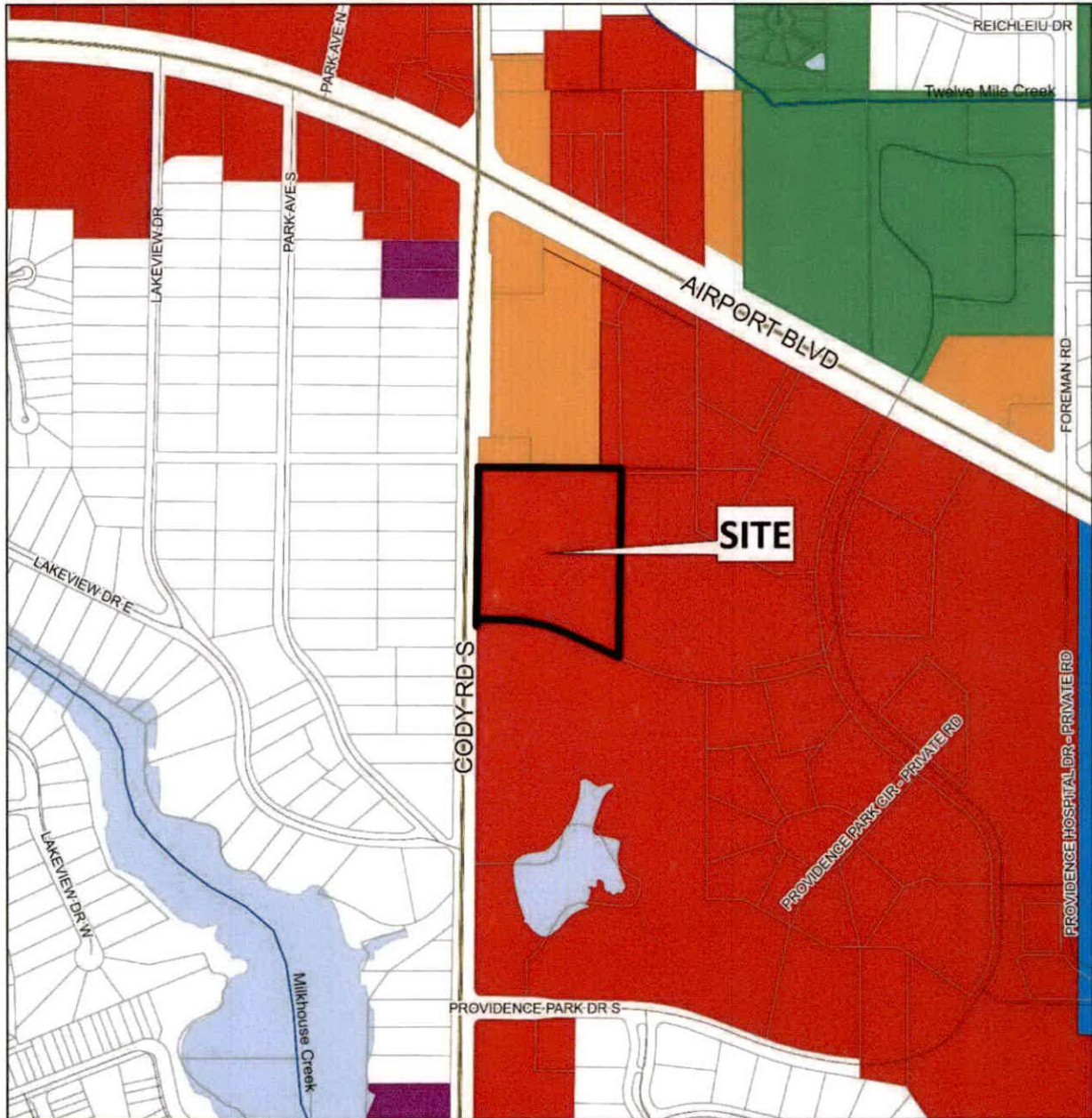
Considerations:

If the Planning Commission considers approval of the request, the following conditions could apply:

1. Retention of the lot size label in square feet and acres on the Final PUD Site Plan;
2. Retention of the 25-foot front yard setback along Cody Road South on the Final PUD Site Plan;
3. Revision of the site plan to depict curbing where vehicles could extend beyond the parking lot, or illustrate wheel stops where applicable;

4. Revision of the site plan to include bicycle parking in compliance with Article 3, Section 64-3-12.A.9. of the UDC, including required quantities and locations;
5. Revision of the Final PUD Site Plan to illustrate directional areas indicating traffic flow;
6. Provision of a note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
7. Retention of the sidewalk along Cody Road South on the Final PUD Site Plan unless a Sidewalk Waiver is approved by the Planning Commission;
8. Retention of the building's size in square feet on the Final PUD Site Plan;
9. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that the new building will comply with these standards;
10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height in the B-3 Suburban District is 50 feet;
11. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting;
12. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC, or provision of a note stating curbside waste management will be utilized;
13. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
14. Compliance with all Engineering comments noted in this staff report;
15. Compliance with all Traffic Engineering comments noted in this staff report;
16. Compliance with all Urban Forestry comments noted in this staff report;
17. Compliance with all Fire Department comments noted in this staff report;
18. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
19. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



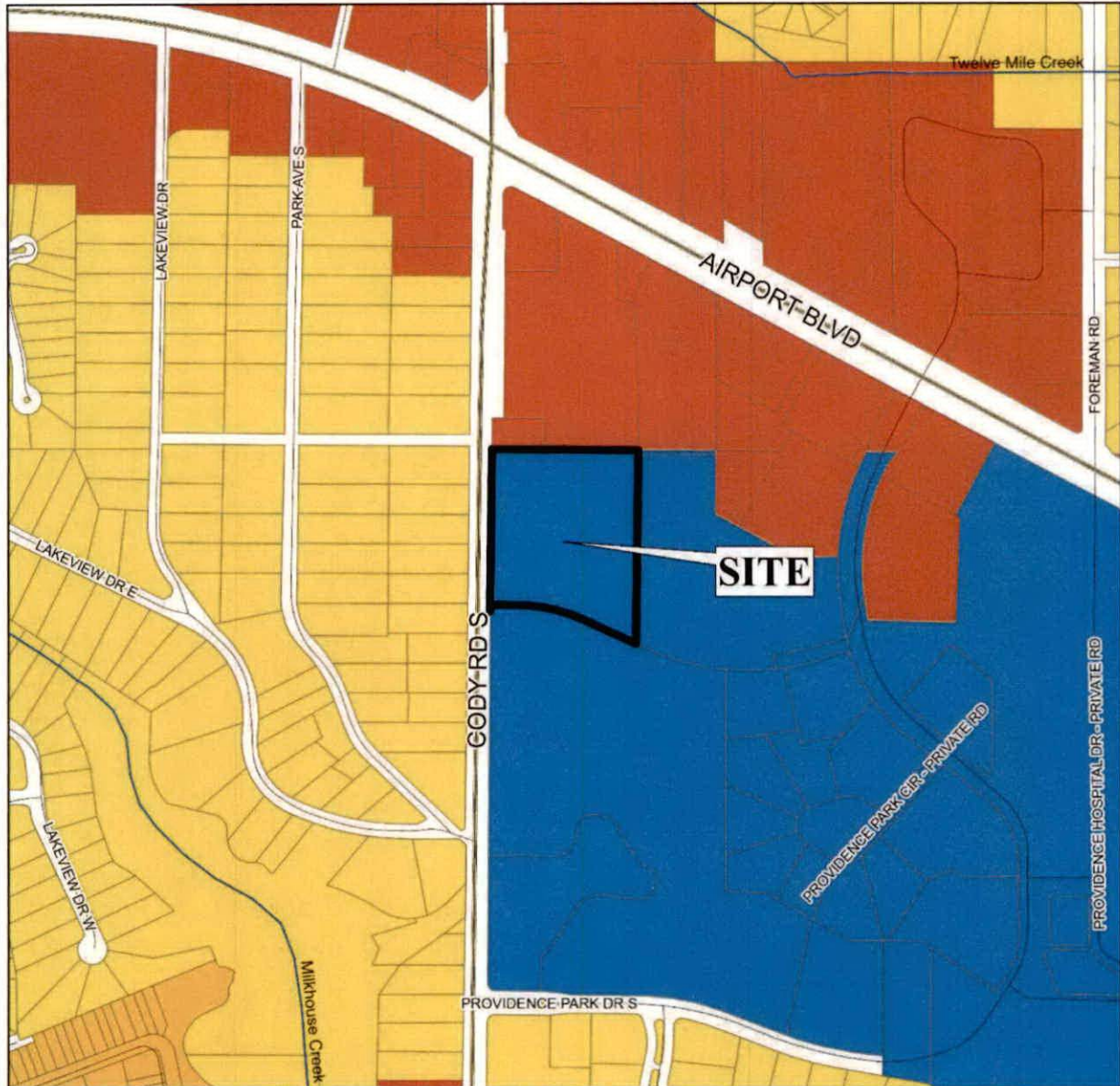
APPLICATION NUMBER 8 DATE November 20, 2025

APPLICANT Clarence Ball, Ball Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)

REQUEST PUD Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE November 20, 2025

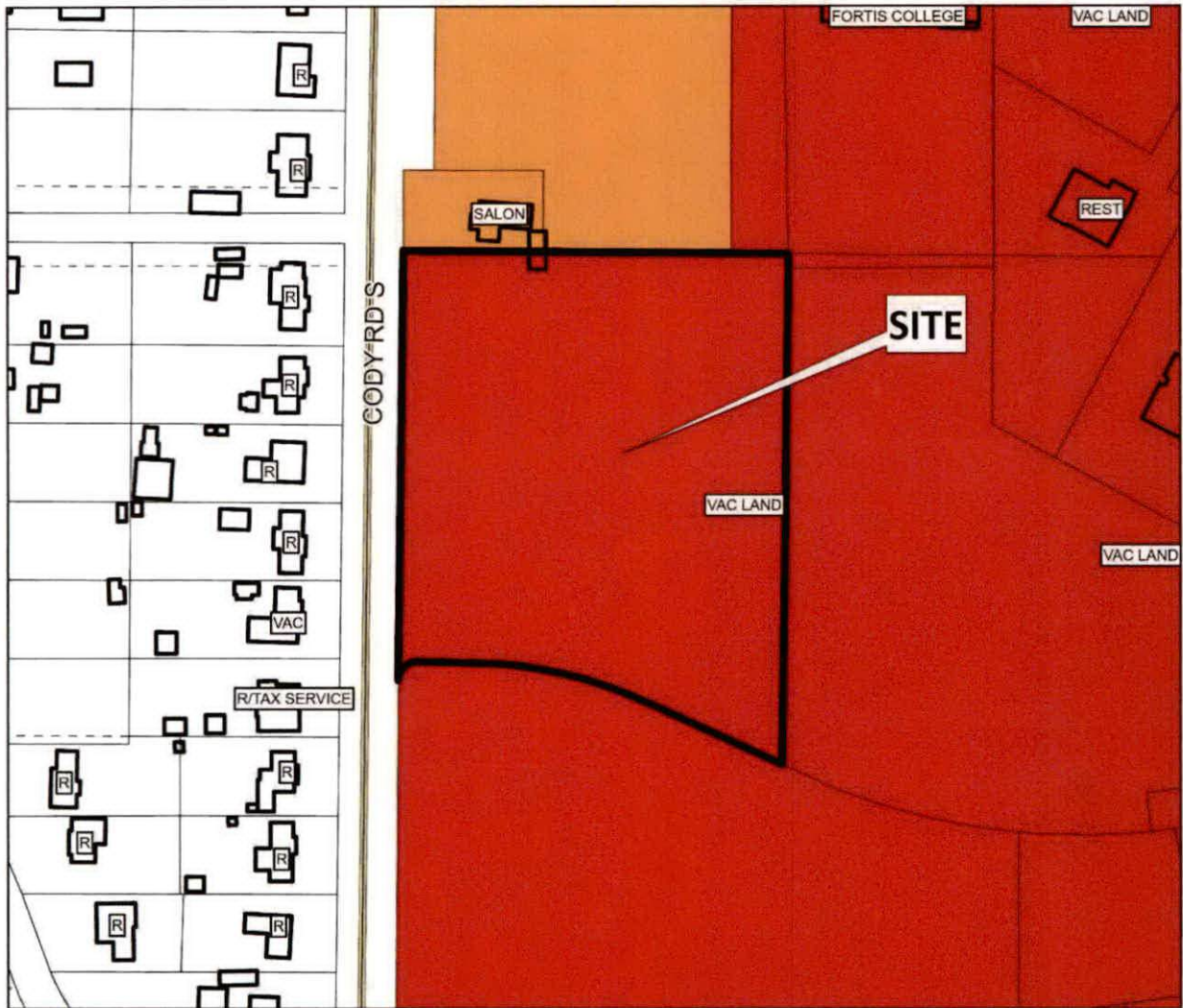
APPLICANT Clarence Ball, Ball Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)

REQUEST PUD Modification

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



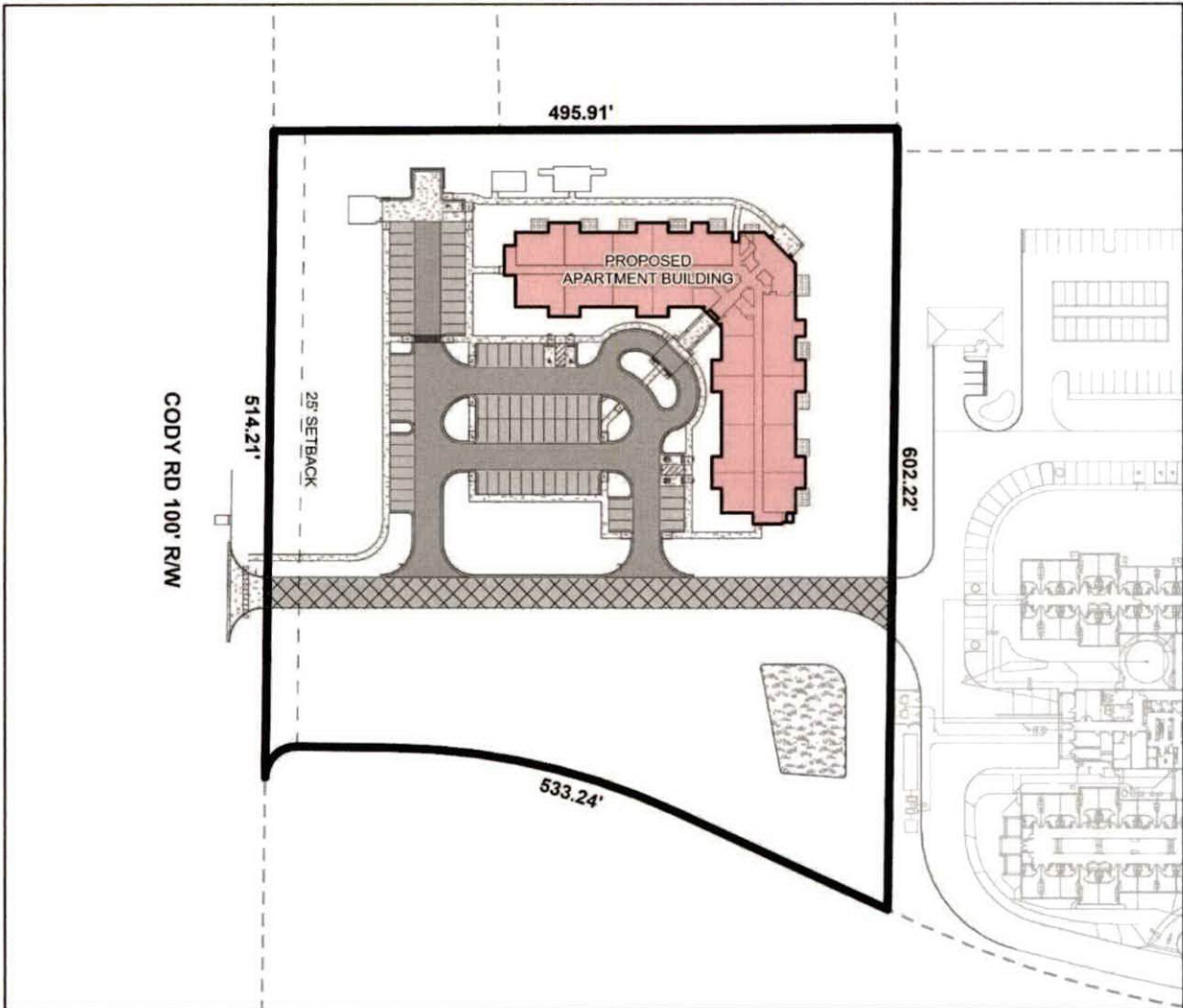
PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER <u>8</u> DATE <u>November 20, 2025</u>		 NTS																														
APPLICANT <u>Clarence Ball, Ball Healthcare (David Diciara, Kadre Engineering, LLC, Agent)</u>																																
REQUEST <u>PUD Modification</u>																																
<table style="width: 100%; font-size: small;"> <tr> <td> R-A</td> <td> R-3</td> <td> B-1</td> <td> B-2</td> <td> B-5</td> <td> ML</td> <td> I-2</td> <td> OPEN</td> <td> T-3</td> <td> T-5.2</td> </tr> <tr> <td> R-1</td> <td> R-B</td> <td> T-B</td> <td> B-3</td> <td> CW</td> <td> MH</td> <td> PD</td> <td> SD</td> <td> T-4</td> <td> T-6</td> </tr> <tr> <td> R-2</td> <td> H-B</td> <td> LB-2</td> <td> B-4</td> <td> MM</td> <td> I-1</td> <td> MUN</td> <td> SD-WH</td> <td> T-5.1</td> <td></td> </tr> </table>			 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	
 R-A	 R-3	 B-1	 B-2	 B-5	 ML	 I-2	 OPEN	 T-3	 T-5.2																							
 R-1	 R-B	 T-B	 B-3	 CW	 MH	 PD	 SD	 T-4	 T-6																							
 R-2	 H-B	 LB-2	 B-4	 MM	 I-1	 MUN	 SD-WH	 T-5.1																								

SITE PLAN



The site plan illustrates proposed buildings, drives, and setbacks.

APPLICATION NUMBER <u>8</u>	DATE <u>November 20, 2025</u>
APPLICANT <u>Clarence Ball, Ball Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)</u>	
REQUEST <u>PUD Modification</u>	



Each future land use designation on the FLUM will have at least one corresponding zoning district, allowing a more precise application of the FLUM based on specific local conditions. In most cases, there are multiple combinations or types of zoning techniques that can accomplish the future land use designation's objectives.

The correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

The designation of an area with a FLUM land use category does not mean that the most intense zoning district consistent with that category is “automatically” assigned to a property. Instead, an area retains its existing zoning category until it is changed through a landowner-initiated rezoning application, or a rezoning that follows an area plan. This is because the FLUM is a long-term designation, while a change in zoning considers current conditions – such as market demands, availability of infrastructure, or impacts on the immediate neighborhood.

Zoning correspondence matrix

[illegible]

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. Semi-public uses such as schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are included.

Development Features

- › The specific location and design of these complementary uses is subject to zoning. In some cases, depending on ownership, these areas may not be subject to City zoning.
- › 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.

Character Example



PARKS AND OPEN SPACE (POS)

This designation applies to land maintained in a natural, semi-natural state, or developed with facilities and set aside for human enjoyment and recreation or for the protection of wildlife or natural habitats. This designation includes existing parks, squares, playgrounds, playfields, gardens, greens, cemeteries, greenways and blueways, and other recreational areas and facilities that are accessible to the public. These areas are generally owned by a public entity but may include some privately owned areas that have been designated as open space. This designation is not intended to identify public land acquisition or to prohibit the development potential of individual privately-owned properties.

Character Example



R E S O L U T I O N

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

Adopted:

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A
TAXICAB SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Ray Jones to operate a taxicab 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 December 30, 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 Ray Jones for a Certificate of Public Convenience and Necessity to operate a taxicab 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, RAY JONES individually or on behalf of Care Ride Transport 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:

RAY JONES

Business Address: _____

Telephone _____

Trade Name Care Ride Transport LLC

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Residence Address: _____

Address _____ City _____ State _____ Zip code _____

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: 46 Months: 2

U.S. Citizenship: Yes _____ No _____

I attest, under penalty of perjury that I am:

☒ A citizen or national of the United States

☐ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____
Partnership _____ L.L.C. ☒ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)



C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Ray Jones	owner		

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☒ Sedan ☐ Shuttle ☐ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? M - Sunday

How many vehicles (carriages) do you intend to operate? 1
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: <u>Toyota Camry</u>	Year: <u>2010</u>	Model: <u>LE</u>
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Ran Jones
Applicant's Signature

NAME OF ENTITY:

Careride Transport LLC

By: RAY JONES
Its OWNER

SWORN TO AND SUBSCRIBED BEFORE ME THIS
6 DAY OF November, 2025

Doreen Rymuna Jewell
Notary Public

My Commission Expires:
March 30, 2027



(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Ray Jones

Nickname(s) or Maiden Name: Ray Ray

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5'11"

Weight: 180

Hair Color: Black

Eye Color: Brown

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Ray Jones
Signature

11-6-25
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: Ray Jones

Date of Birth: _____ Security #: _____

Present Address: _____

Home Phone Number: (251) 554-5697 Work Phone Number _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Cale Ride Transport LLC

Present Position/Title: Driver - Owner

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.

Ray Jones
Signature

11-6-25
Date Signed



59-4. Vehicle insurance.(a) Every vehicle classified as a vehicle for hire under this chapter and operated within the city limits or police jurisdiction thereof shall be required to carry and maintain in effect the following minimum personal injury and property damage liability insurance:

(1) General liability insurance—Public liability coverage with each of the following limits:

- a. Bodily injury liability:
 - 1. One million dollars (\$1,000,000.00) each person; and
 - 2. One million dollars (\$1,000,000.00) each occurrence; and
- b. Property damage liability—One million dollars (\$1,000,000.00) each occurrence; or
- c. In lieu of subparts (1)a. and b., hereinabove, bodily injury and property damage combined with limits of one million dollars (\$1,000,000.00) per occurrence.

(2) Comprehensive automobile liability insurance including owned, non-owned, and hired vehicles with each of the following limits:

- a. Bodily injury liability:
 - 1. Two hundred fifty thousand dollars (\$250,000.00) each person and
 - 2. Five hundred thousand dollars (\$500,000.00) each occurrence; and
- b. Property damage liability one hundred thousand dollars (\$100,000.00) each occurrence; or
- c. In lieu of subparts (2)a. and b., hereinabove, bodily injury and property damage combined with limits of \$500,000 per occurrence.

(b) No permit required by this chapter or business license shall be granted to any person to operate any vehicle for hire upon the streets or elsewhere in the city or its police jurisdiction until such person shall have first filed with the city revenue department a certificate of the insurance requirements stated in subpart (a), hereinabove, issued to such person by a public liability insurance company authorized to do business in the state.

(c) The insurance coverage required by this section shall at all times be maintained for the full amount. The certificate of each policy or policies of insurance required by this section to be filed with the city revenue department shall contain a clause obligating the company issuing the same to give not less than thirty (30) days' written notice to the city revenue department before cancellation thereof. Notice of cancellation shall not relieve the company issuing such policy or policies of liability insurance for any injury or claim arising before the cancellation becomes effective. The cancellation of any such policy shall have the effect of suspending the permit of such person to operate vehicles for hire or business covered thereby until a new policy or policies complying with the provisions of this section is filed with the city revenue department.

(d) Every insurance policy required hereunder shall contain a provision for a continuing liability thereunder to the full amount thereof, notwithstanding any recovery thereon, that the liability of the insurer shall not be affected by the insolvency or the bankruptcy of the insured, and that until the policy is canceled the insurance company will not be relieved from liability on account of nonpayment of premium, or any act or omission by the named insured. Such policy of insurance shall further provide for the payment of any and all judgments, up to the limits of such policy, recovered against any person other than the owner, his agent or employee of any such business, who may operate the same with the consent or acquiescence of the owner.

(Ord. No. 59-073-2005, § 1, 11-15-05)

Personal Data Report

General Descriptors

Name: JONES, RAY CARNELL JR

Address:

Nick Name:

Phone:

Race: B - BLACK/AFRICAN
AMERICAN

DOB:

Sex: M

Age: 46

Weight: 180

Eyes: BROWN

Height: 5'10"

Facial:

Hair: BLACK

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.

Address:

Danger

Desc:

NOT VALID WITHOUT
EMBOSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

Identifying Numbers

DL State: AL

DL #:

DL Type: DM

SSN:

MID:

FP:

DOC:

FBI:

JRN:

SID:

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:

A RECORD

CHECKED BY: PI

DATE: 6/26/25

Arrests Report -MOBILE POLICE DEPARTMENT

Sorted by Arrest_Number, Arrest_Date, Arrest_Time

Last_Name : jones

First_Name : ray

Arrestee DOB : 01/14/1979

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
<u>205090454001</u>	2050904540	9/28/2005	JONES, RAY CARNELL	1/14/1979	UNKNOWN LOCATION UNKNOWN,	ANDERSON, SHARON	CONV	MOBILE,	NO PISTOL PERMIT
<u>210070287101</u>	2100702871	7/18/2010	JONES, RAY CARNELL JR	1/14/1979	UNKNOWN LOCATION UNKNOWN,	WESTBROOK, J B	CONV	MOBILE,	FAILURE TO OBEY POLICE OFFICER IN DISCHARGE OF HIS DUTY

2 Records Selected

NOT VALID WITHOUT
EMBOSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:

ACCORD

CHECKED BY: ON
DATE: 6/26/25