



AGENDA

Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, December 30, 2025, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Rev. Dan Taylor, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

December 9 & 16, 2025

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Brandon Oats for a waiver of the Noise Ordinance at 1757 Government Street on December 31, 2025, from 9:00 p.m. - 12:30 a.m. (District 2).

Request of Jayson Evans for a waiver of the Noise Ordinance at Mardi Gras Park on March 14, 2026, from 3:00 p.m. - 7:00 p.m. (District 2).

Request of Allen Sullivan/Lynn Barlow for a waiver of the Noise Ordinance at 202 Bellevue Circle on March 7, 2026, from 12:00 p.m. - 9:00 p.m. (District 5).

10. PUBLIC HEARINGS

Public hearing to consider the modification of a previously approved Planned Unit Development for property located at 560 Providence Park Drive East (District 6).

Public hearing to consider the modification of a previously approved Planning Approval for property located at 348 and 360 North McGregor Avenue (District 5).

Public hearing to consider the application of Ray Jones for a Certificate of Public Convenience and Necessity to operate a taxicab service.

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Matthew Sewell - concerns about dog owners not being held accountable for their negligence.

Robert E. Battles, Sr. - funding for the Dr. Martin Luther King, Jr. birthday celebration.

12. CIP RESOLUTIONS HELD OVER

08-1543 Approve purchase order to Graybar Electric Co., Inc. for concrete street poles and LED street lights for Mobile Street; \$41,209.45 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1544 Approve purchase order to Graybar Electric Co., Inc. for street lights for Traffic Eng. Dept.; \$82,161.30 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1545 Approve purchase order to Graybar Electric Co., Inc. for decorative street light poles for St. Louis Street; \$132,485.70 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1546 Approve purchase order to Skulski Consulting, LLC for Americans with Disabilities Act program assessments, consultation, and training for Parks & Rec. Dept.; \$33,500.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

13. RESOLUTIONS HELD OVER

08-1548 Approve award of item-award bid for bulk-delivered engineered wood fiber (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1549 Approve purchase order to Athletica Sports Systems, Inc. for pre-fabricated dasher board system Mobile Arena; \$1,007,690.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1550 Approve purchase order to Emergency Equipment Professional, Inc. for 3 fire pumper trucks for MFRD; \$2,850,611.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1551 Approve purchase order to Kone, Inc. for freight-elevator gate controller for Mobile Museum of Art; \$18,636.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1552 Approve purchase order to Mike Hoffman Equipment Services, Inc. for above-ground fuel tank rental for Municipal Garage; \$40,950.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1553 Approve purchase order to Southern Emergency & Rescue Vehicle Sales, LLC for 3 ambulances for MFRD; \$1,080,850.35 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1554 Approve purchase order to UMS Metal Fabricators, Inc. for stainless steel baggage tables for Cruise Terminal; \$66,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

09-1555 Reallocate funds in the Capital Improvement Fund IT Improvements & Upgrades to F746-001 (MIT Renovations); \$21,724.90 (sponsored by Mayor Cheriogotis) (submitted by Scott Kearney, MIT).

09-1556 Reallocate funds from Capital Improvement Fund (IT Technical & Infrastructure Upgrades) to F746-001 (MIT Renovations); \$23,275.10 (sponsored by Mayor Cheriogotis) (submitted by Scott Kearney, MIT).

21-1557 Authorize Professional Services Contract with WSP USA, Inc. for Naturally Mobile Project; NTE \$145,350.00 (sponsored by Mayor Cheriogotis) (submitted by Kelsi Tippery, Grants Mgmt.).

60-1558 Authorize Settlement Agreement and Release of Claims; Alston (sponsored

by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

60-1559 Authorize Settlement Agreement and Release of Claims; Velaquez (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

14. ORDINANCES BEING INTRODUCED

64-061 Consider the modification of a previously approved Planned Unit Development for property located at 560 Providence Park Drive East (sponsored by Councilmember Woods).

64-062 Consider the modification of a previously approved Planning Approval for property located at 348 and 360 North McGregor Avenue (sponsored by Councilmember Fleming).

15. CONSENT RESOLUTIONS BEING INTRODUCED

03-1562 Appoint Gabriel Peck to the Golf Course Advisory Committee (sponsored by Councilmember Ingram).

03-1563 Appoint Joan Hendrix to the Human Relations Commission (sponsored by Councilmember Small).

03-1564 Appoint Riley Copeland to the Mobile Tennis Center Advisory Board (sponsored by Councilmember Fleming).

09-1565 Transfer funds from District 7 Discretionary Account to Events Dept. to assist with the Mobile Terrace Youth Organization Motorcade (sponsored by Councilmember Gregory).

46-1566 Honorarily rename the intersection of Main Street and Berkley Avenue to "Honorary Rev. Dr. Ulmer Marshall, Jr. Way" (sponsored by Councilmember Penn).

46-1567 Name the senior center building at Hillsdale Community Center the "John E. King Hillsdale Senior Center" (sponsored by Councilmember Gregory).

60-1568 Approve award of special bonus to the Administrative Services Employee of the Month; States (sponsored by Mayor Cheriogotis) (submitted by Joseph Snowden, Administrative Services Dept.).

60-1569 Determine an appropriation to People United to Advance the Dream Mobile, Inc. serves a public purpose and approve payment (sponsored by Councilmember

Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1570 Determine an appropriation to People United to Advance the Dream Mobile, Inc. serves a public purpose and approve payment (sponsored by Councilmember Fleming) (submitted by Donna Bryars, Accounting Dept.).

60-1571 Determine an appropriation to People United to Advance the Dream Mobile, Inc. serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.) .

60-1572 Determine an appropriation to Events Mobile, Inc. serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-1573 Determine an appropriation to Keep Mobile Beautiful, Inc. serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-1574 Determine an appropriation to Keep Mobile Beautiful, Inc. serves a public purpose and approve payment (sponsored by Councilmember Fleming) (submitted by Donna Bryars, Accounting Dept.).

60-1575 Determine an appropriation to Theodore High School All Class serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

60-1576 Determine an appropriation to ROAR (Reach Out for Animal Rights) serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

16. CIP RESOLUTIONS BEING INTRODUCED

09-1577 Reallocate funds from 2025 CIP Project Carlisle Ditch Drainage Repairs to Capital Project Langan Park 12 Mile Creek Bank Stabilization; \$100,000.00 (sponsored by Councilmember Gregory and Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept. and Jennifer Greene, Programs & Project Mgmt.).

13-1578 Authorize change order #1 with James H. Adams & Sons Construction Company, Inc. for erosion mitigation at Azalea City Golf Course and 12 Mile Creek; \$130,132.00 increase (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, Program & Project Mgmt.).

21-1579 Authorize contract with C. Thornton, Inc. for 2025 CIP Eslava Creek Lleyln Avenue to Montlimar; \$2,597,725.00 (sponsored by Councilmember Fleming and Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

17. RESOLUTIONS BEING INTRODUCED

01-1580 Authorize amendment to Agreement with BFI Waste Services, LLC, d/b/a Republic Services of Mobile, for compactor garbage container rental and service (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1581 Approve item-based bid for running shoe fitting and products (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1582 Approve purchase order to B & L Cable Construction, LLC for fiber optic cable for Sage Park; \$23,040.50 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1583 Approve purchase order to B & L Cable Construction, LLC for fiber optic cable for Rickarby Park; \$26,401.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1584 Approve purchase order to B & L Cable Construction, LLC for fiber optic cable for Hope Park; \$16,095.50 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1585 Approve purchase order to Callyo 2009 Corp for annual renewal of cell phone masking and recording software for MPD; \$17,836.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1586 Approve purchase order to CDW Government, LLC for network switches for MIT; \$23,158.14 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1587 Approve purchase order to SHI International Corp for implementation and 1-year subscription for cyber security training services; \$25,247.47 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1588 Approve purchase order to Stons, Inc. for annual renewal of [monday.com](https://www.monday.com) project management software for Gulf Coast Technology Center; \$98,812.50 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1589 Approve purchase order to Sunbelt Fire, Inc. for fire helmets for MFRD;

\$19,125.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

37-1590 Consider the application of Ray Jones for a Certificate of Public Convenience and Necessity to operate a taxicab service (submitted by Lisa C. Lambert, City Clerk).

60-1591 Authorize Settlement Agreement and Release of Claims: Searcy (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

18. 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: Brandon Oaks
PLEASE PRINT ALL INFORMATION

Home Phone Number: 334-441-6261 Cell Number: 334-441-6261

Organization (if applicable) Pillars Mobile

Mailing Address of Applicant 1757 Government Street Mobile AL 36604

Telephone No. 251-298-3408 E-mail address info@pillarsmobile.com

Location or address of event where amplification will be used:

1757 Government Street Mobile AL 36604

Date of Event: 12/31/25 Starting Time: 9:00PM Ending Time 12:30AM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: New Years Gatsby Ball

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

Music containing obscene language or profanity is prohibited CLERK'S OFFICE

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

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APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Jayson Evans
PLEASE PRINT ALL INFORMATION

Home Phone Number: (205)602-9688 Cell Number: _____

Organization (if applicable) Huncho Fest

Mailing Address of Applicant 6427 Airport Blvd Mobile, AL 36608

Telephone No (205)602-9688 E-mail address J.evans0710@gmail.com

Location or address of event where amplification will be used:

Mardi Gras Park

Date of Event: March 14, 2025 Starting Time: 3:00 pm Ending Time 7:00 pm

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

Type of Event: Music Festival

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

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Name of Applicant: Allen Sullivan/Lynn Barlow

PLEASE PRINT ALL INFORMATION

Home Phone Number: Cell Number: 615-440-9900

Organization (if applicable)

Mailing Address of Applicant 202 Bellevue Circle, Mobile, AL 36608

Telephone No. 615-440-9900 E-mail address jbarlow46@comcast.net

Location or address of event where amplification will be used:

202 Bellevue Circle, Mobile, AL 36608

Date of Event: 3/7/2026 Starting Time: 12 pm Ending Time 9 pm

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

Type of Event: Wedding and Reception

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

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;
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.

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**.

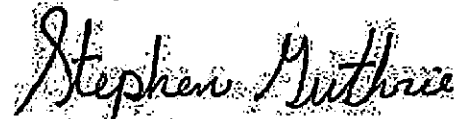
After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

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 Diciara, 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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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

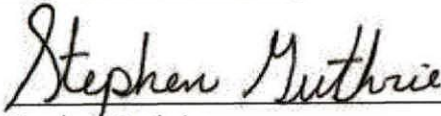
format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request 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.

Owner Signature

Date

Applicant or Agent Signature (if applicable)

Date

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

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

Applicant or Agent Signature

Date

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

Planning Commission Application

Revised March 2025



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:

David Dichiaro David Dichiaro

Signature _____ Print _____

10/16/2025 Civil Engineer

Date _____ 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-BALL 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 Ball Jr

Signature of Property Owner

ILEMOINE

Designee (2)

FOSTER, VERA ZY @ 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

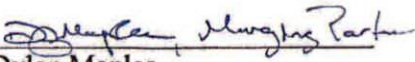
Re: Application for Modification of Existing PUD
Application for Subdivision
Ben M. Radcliff Contractor, Inc.
PM Properties, LLC
3456 Halls Mill Road, Mobile, AL

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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1 Southern way
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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
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Staff Comments	3
Commission Considerations	6
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PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER	8	DATE	November 20, 2025
APPLICANT	Clarence Ball, Ball Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)		
REQUEST	PUD Modification		
 NTS			

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.

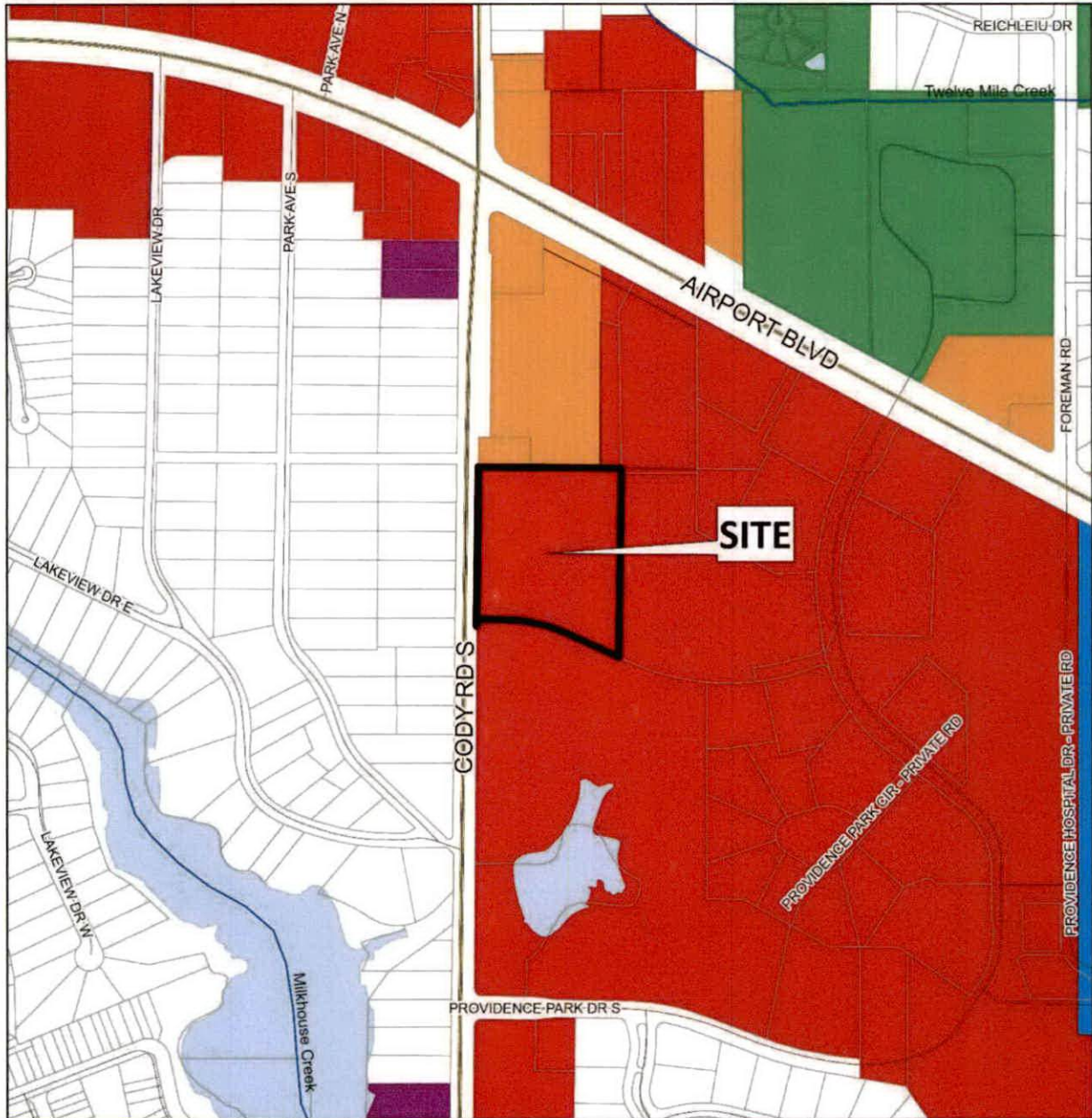
Considerations:

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



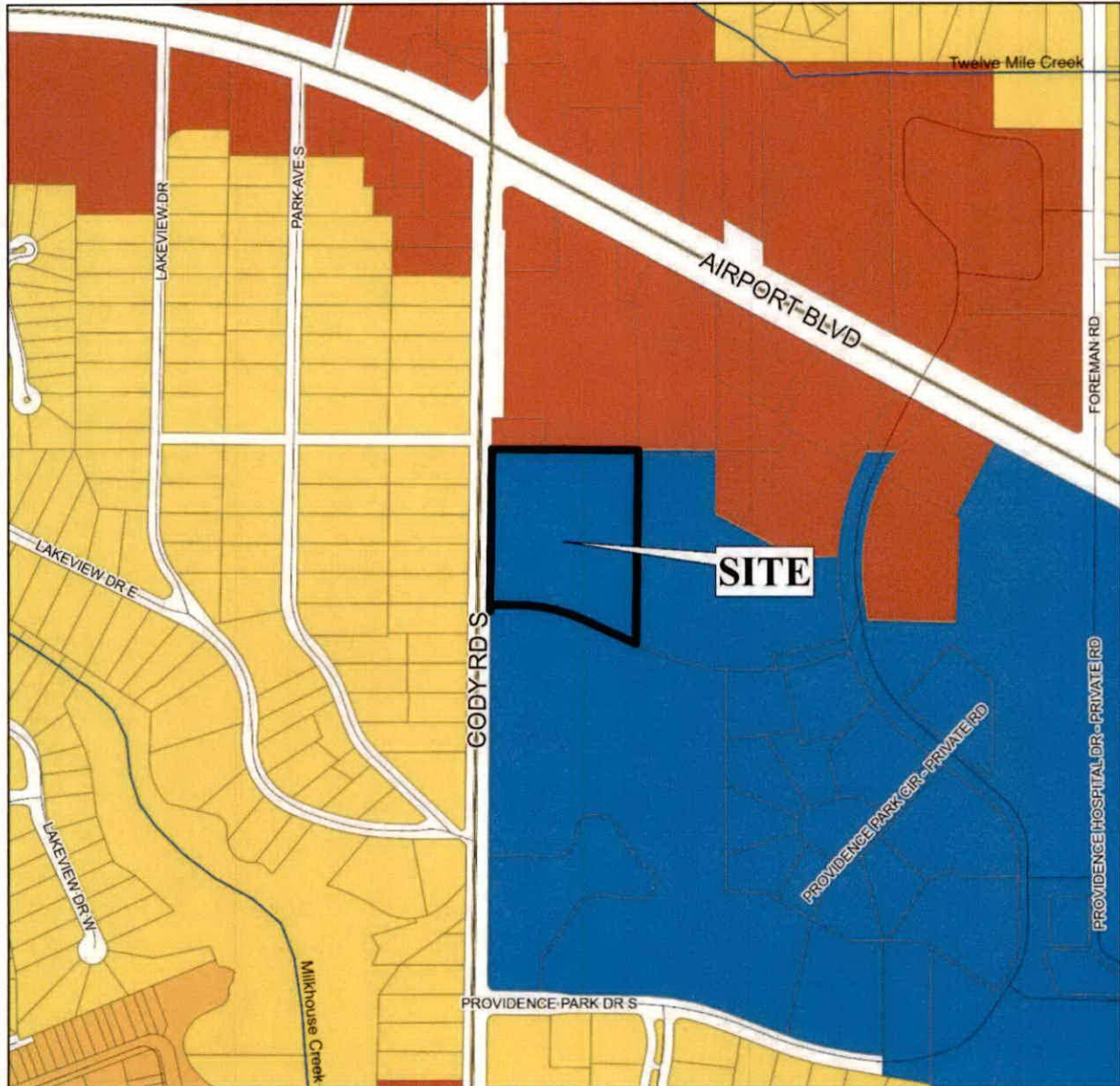
APPLICATION NUMBER 8 DATE November 20, 2025

APPLICANT Clarence Ball, Ball Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)

REQUEST PUD Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE November 20, 2025

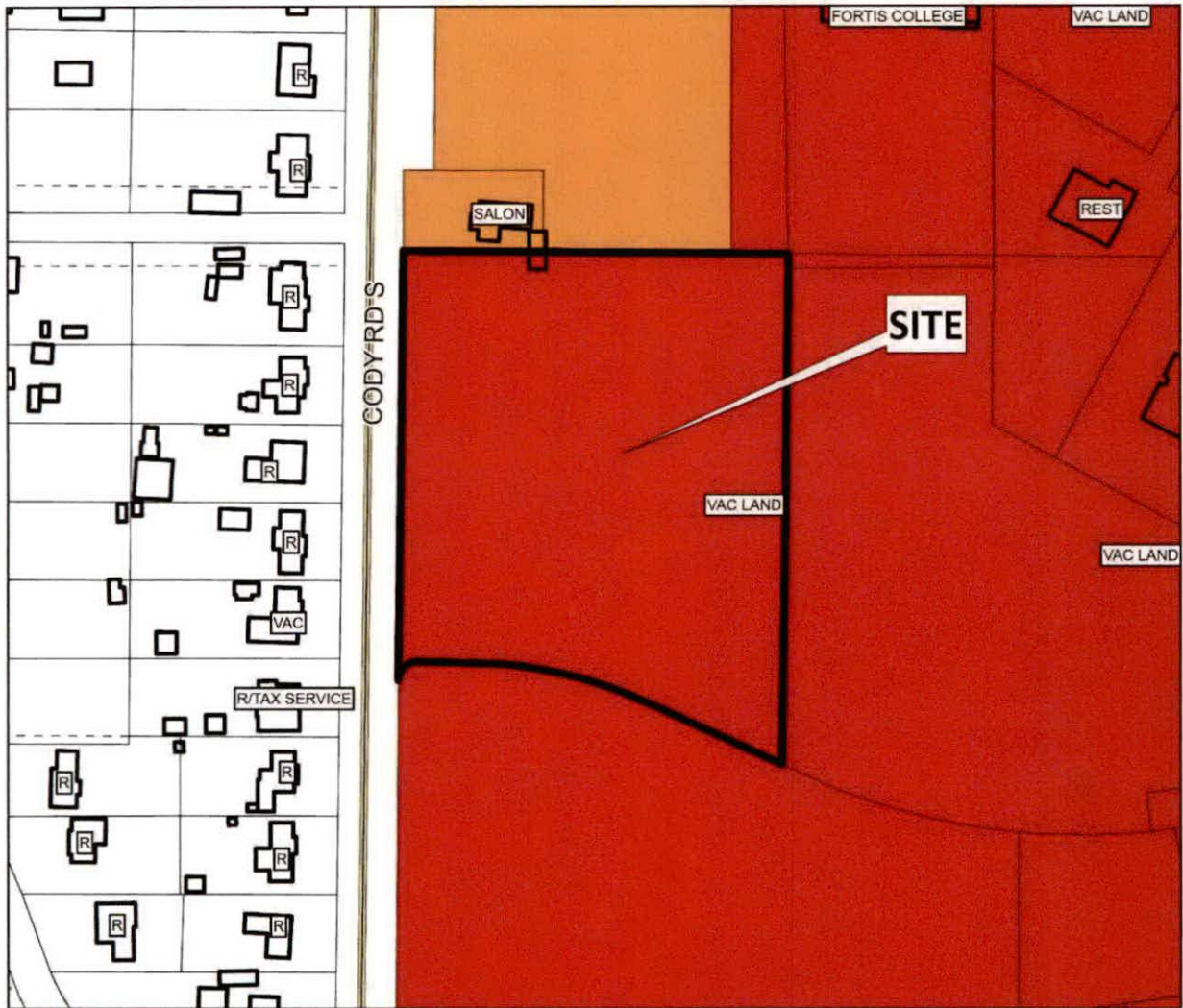
APPLICANT Clarence Ball, Ball Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)

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 | |



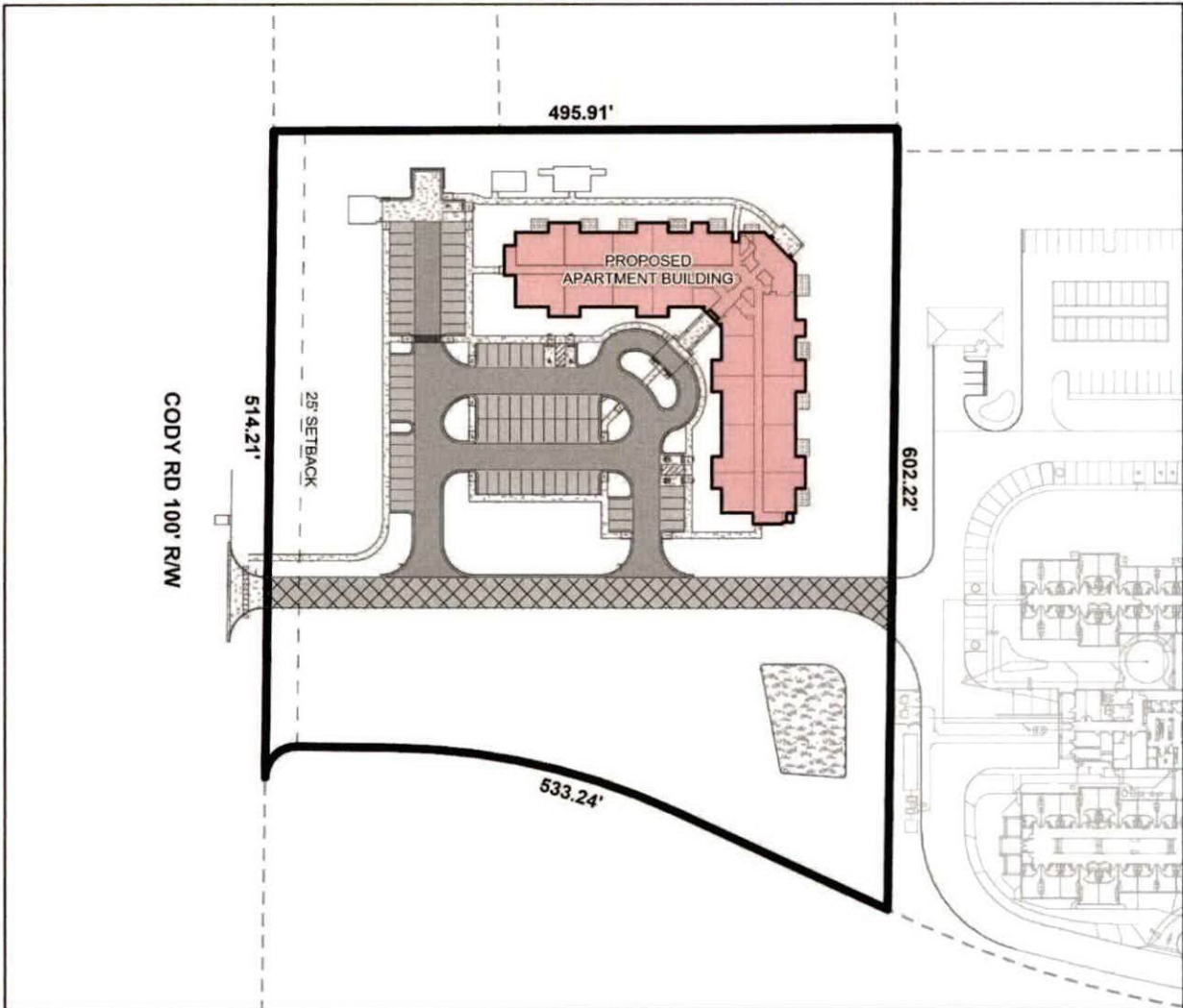
PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER <u>8</u> DATE <u>November 20, 2025</u>									
APPLICANT <u>Clarence Ball, Ball Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)</u>									
REQUEST <u>PUD Modification</u>									
R-A R-1 R-2	R-3 R-B H-B	B-1 T-B LB-2	B-2 B-3 B-4	B-5 CW MM	ML MH I-1	I-2 PD MUN	OPEN SD SD-WH	T-3 T-4 T-5.1	T-5.2 T-6

SITE PLAN



The site plan illustrates proposed buildings, drives, and setbacks.

APPLICATION NUMBER	8	DATE	November 20, 2025
APPLICANT	Clarence Ball, Ball Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)		
REQUEST	PUD Modification		



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



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**.

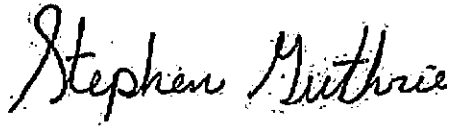
After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

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 shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

1. Revision of the site plan to 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.

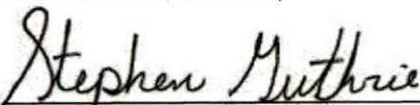
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org)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



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.
The site will retain its current use with no additional effects to the community.



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:	251.694.3197	
Email:	DRussell@mawss.com	
Address:	4725 Moffett Road, Mobile, AL 36618	

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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
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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

Daryl Russell

Signature of Property Owner

Director of Planning & Market Development

Designee (2)

Email

Phone Number

Date

6/24/2025

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

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 _____

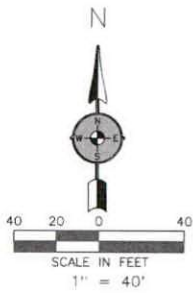
Submitted by:

Daryl Russell
Signature

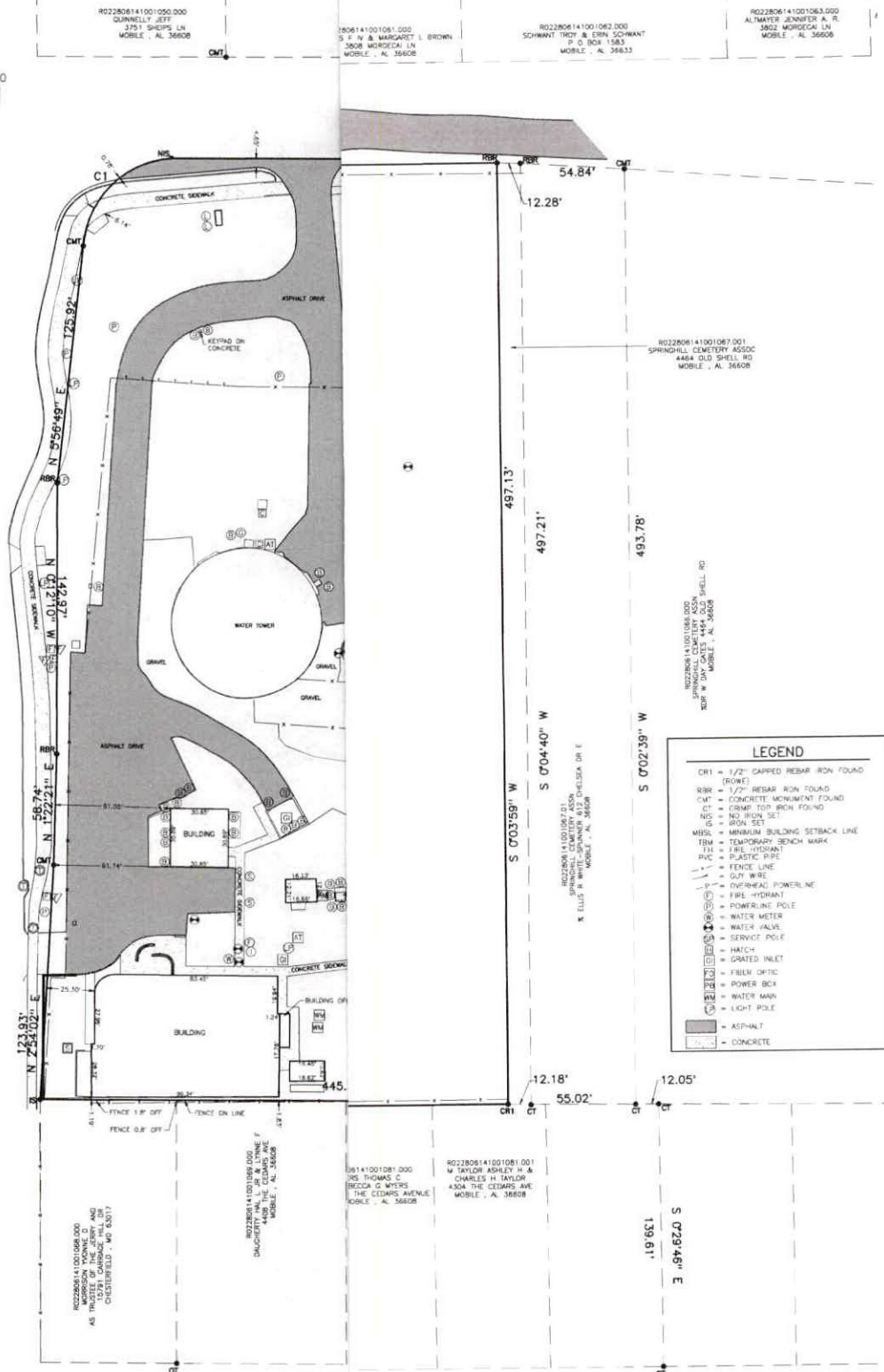
6/24/25
Date

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
CM	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	OWNERS WIRE
OP	OVERHEAD POWERLINE
FW	FIRE HYDRANT
PP	POWERLINE POLE
WM	WATER METER
WV	WATER VALVE
SP	SERVICE POLE
W	WATCH
GI	GRADED INLET
FO	FIRE 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

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
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R022806141001054.000
ONEILL JOHN M III
30530 MIDDLE CREEK CIR
SPANISH FORT AL 36527

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30530 MIDDLE CREEK CIR
SPANISH FORT AL 36527

R022806141001094.000
ROBERTS BEN TOM & GALE HEGGEMAN
ROBERTS
3664 DAUPHIN ST
MOBILE AL 36608

R022806141001094.000
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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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RITCEY
3749 SHEIPS LN
MOBILE AL 36608

R022806141001041.000
POWE TAMARA R
3759 SHEIPS LN
MOBILE AL 36608

R022806141001041.000
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3759 SHEIPS LN
MOBILE AL 36608

R022806141001041.000
POWE TAMARA R
3759 SHEIPS LN
MOBILE AL 36608

R022806141001042.000
WILSON JACOB
3763 SHEIPS LN
MOBILE AL 36608

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R022806141001042.000
WILSON JACOB
3763 SHEIPS LN
MOBILE AL 36608

R022806141001043.000
TUCKER URSULA RENEE
3765 SHEIPS LN
MOBILE AL 36608

R022806141001043.000
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3765 SHEIPS LN
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R022806141001043.000
TUCKER URSULA RENEE
3765 SHEIPS LN
MOBILE AL 36608

R022806141001044.000
EDWARDS JACQUELINE M
3769 SHEIPS LN
MOBILE AL 36608

R022806141001044.000
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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

R022806141001046.000
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Mobile, AL, 36619

R022806141001062.000
SCHWANT TROY & ERIN SCHWANT
3804 MORDECAI LN
MOBILE AL 36633

R022806141001062.000
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3804 MORDECAI LN
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MOBILE AL 36633

R022806141001061.000
BROWN CHARLES F IV & MARGARET L
BROWN
3808 MORDECAI LN
MOBILE AL 36608

R022806141001061.000
BROWN CHARLES F IV & MARGARET L
BROWN
3808 MORDECAI LN
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BROWN
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MOBILE AL 36608

R022806141001059.000
BROOKS CLAYTON HOWARD & ANN
MARIE
3814 MORDECAI LN
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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
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ROBERT C WILKINS & SARAH GRACE
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ANDERSON DOUGLAS L & LESLIE S
3820 MORDECAI LN
MOBILE AL 36608

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ANDERSON DOUGLAS L & LESLIE S
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MOBILE AL 36608

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ANDERSON DOUGLAS L & LESLIE S
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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

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

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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

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YELLING ALONZO & MARY K C/O ALONZO
YELLING III
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MOBILE AL 36606

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CROSHON REGINALD
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MOBILE AL 36606

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CROSHON REGINALD
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MOBILE AL 36606

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WASHINGTON MARK V
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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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Brett Orrell
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CRAIG MARY FRANCES
3838 MORDECAI LN
MOBILE AL 36608

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CRAIG MARY FRANCES
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MOBILE AL 36608

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CRAIG MARY FRANCES
3838 MORDECAI LN
MOBILE AL 36608

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WALLACE GERALD L JR & MELISSA W
3929 YESTER PL
MOBILE AL 36608

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WALLACE GERALD L JR & MELISSA W
3929 YESTER PL
MOBILE AL 36608

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WALLACE GERALD L JR & MELISSA W
3929 YESTER PL
MOBILE AL 36608

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MIDDLETON MOLLY S
4 YORK PL
MOBILE AL 36608

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MIDDLETON MOLLY S
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MOBILE AL 36608

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MIDDLETON MOLLY S
4 YORK PL
MOBILE AL 36608

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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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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

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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

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GRAVES ERIC D & PAMELA J
4261 THE CEDARS AVE
MOBILE AL 36608

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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

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HUGHES JAMES ALLEN & NANCY SUSAN
KLINE HUGHES HUGHES
4300 THE CEDARS AVE
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HUGHES JAMES ALLEN & NANCY SUSAN
KLINE HUGHES HUGHES
4300 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
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KILPATRICK
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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

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MCCRACKEN PAUL JOSEPH
4308 THE CEDARS AVE
MOBILE AL 36608

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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

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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
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MOBILE AL 36608

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RICHARDS DAVID A & DEBRA M
4355 THE CEDARS AVE
MOBILE AL 36608

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BAILEY MICHAEL RILEY & SUSAN K
4356 THE CEDARS
MOBILE AL 36608

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MONSON NICHOLAS & MARY HARTLEY
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4357 THE CEDARS AVE
MOBILE AL 36608

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RAUSCH DOROTHY NELL
4358 THE CEDARS AVE
MOBILE AL 36608

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BOUDREAUX CAROLE W
4359 THE CEDARS
MOBILE AL 36608

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BOUDREAUX CAROLE W
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Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

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ROWAN MARTHA ANN
4400 THE CEDARS AVE
MOBILE AL 36608

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DREW DANIEL
4401 THE CEDARS AVE
MOBILE AL 36608

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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

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SPRINGHILL CEMETERY ASSOC
4505 OLD SHELL RD
MOBILE AL 36608

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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

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DREW DANIEL
4401 THE CEDARS AVE
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VOLLMER AUSTIN CLAIRE
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PETERS ADELE P & WAYNE W PETERS
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DAUGHERTY HAL L JR & LYNNE F
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SPRINGHILL CEMETERY ASSOC
4505 OLD SHELL RD
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GULF SHORES AL 36542

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ROWAN MARTHA ANN
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DOGGETT JOE S & LOUISE STICKNEY
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VOLLMER AUSTIN CLAIRE
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PETERS ADELE P & WAYNE W PETERS
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DAUGHERTY HAL L JR & LYNNE F
4408 THE CEDARS AVE
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BRIDGES WILLIAM R & JANET M
4411 THE CEDARS AVE
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SPRINGHILL CEMETERY ASSOC
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MOBILE AL 36608

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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

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SPRINGHILL CEMETERY ASSN
612 CHELSEA DR E
MOBILE AL 36608

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FOWLKES STEPHEN O
714 SPAIN ST
NEW ORLEANS LA 70117

R022806141001092.000
FOWLKES STEPHEN O
714 SPAIN ST
NEW ORLEANS LA 70117

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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

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ELCAN JAMIE BENNETT 2020 SHM TRUST
75 HATHAWAY RD N
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ELCAN JAMIE BENNETT 2020 SHM TRUST
75 HATHAWAY RD N
MOBILE AL 36608

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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

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MCALEER WILLIAM J III
77 HATHAWAY RD N
MOBILE AL 36608

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BOWDEN JAMES E & VICKIE BOWDEN
79 HATHAWAY RD N
MOBILE AL 36608

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BOWDEN JAMES E & VICKIE BOWDEN
79 HATHAWAY RD N
MOBILE AL 36608

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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

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 &
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

R022806141001067.000
WATER & SEWER BOARD
P O BOX 180249
MOBILE AL 36618

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

R022806141001036.000
QUINNELLY JEFFREY E & CHERYL A
QUINNELLY
P O BOX 81449
MOBILE AL 36689

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

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

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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STIMPSON NEDRA G
PO BOX 1663
MOBILE AL 36601

R022806141002009.000
CITY OF MOBILE
PO BOX 1827
MOBILE AL 36633

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CITY OF MOBILE
PO BOX 1827
MOBILE AL 36633

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CITY OF MOBILE
PO BOX 1827
MOBILE AL 36633

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QUINNELLY JEFF
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:

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Context Map	2
Site History	3
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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		



NTS

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:

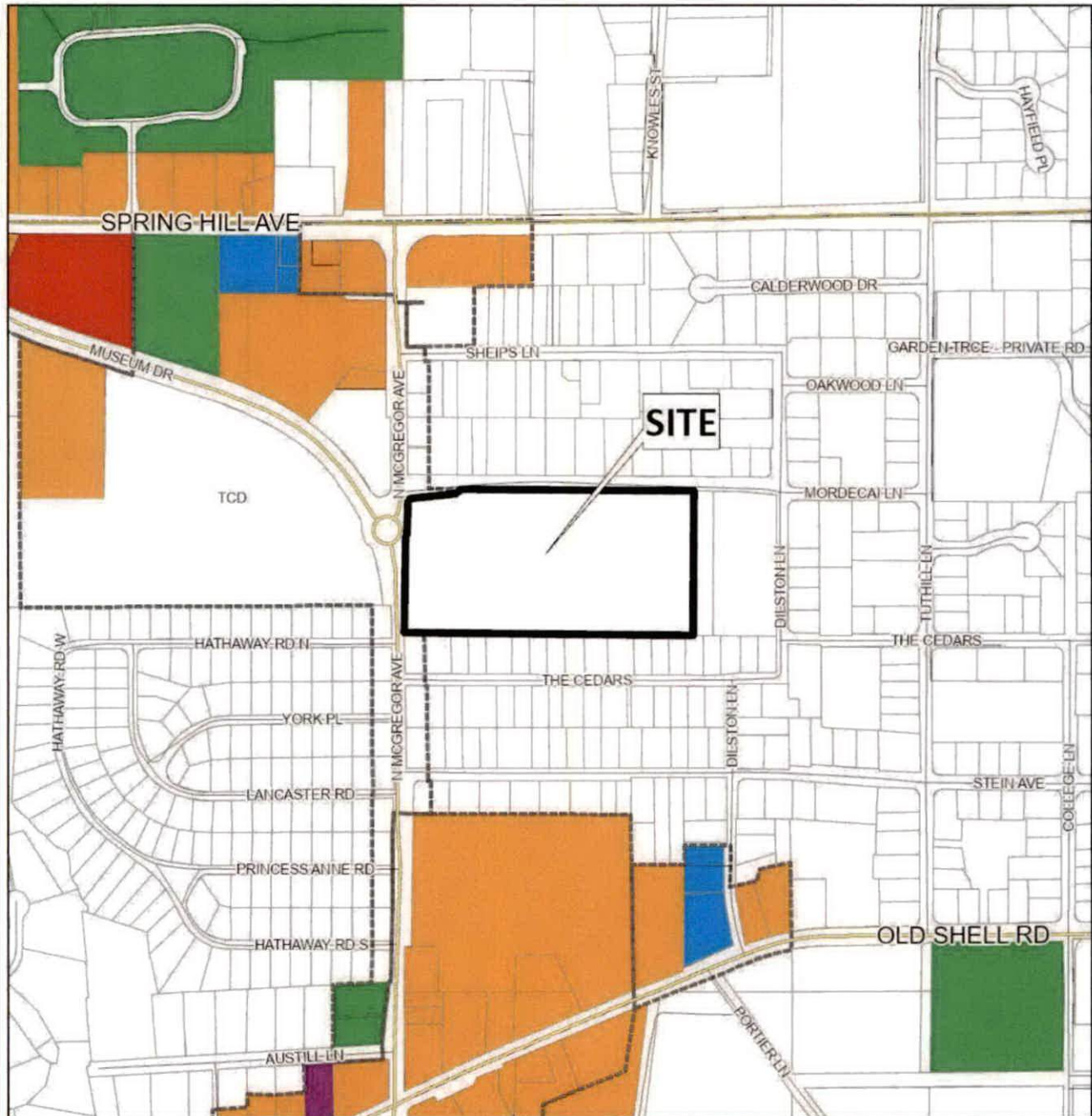
- a. Is consistent with all applicable requirements of this Chapter;
- b. Is compatible with the character of the surrounding neighborhood;
- c. Will not impede the orderly development and improvement of surrounding property;
- d. Will not adversely affect the health, safety or welfare of persons living 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.

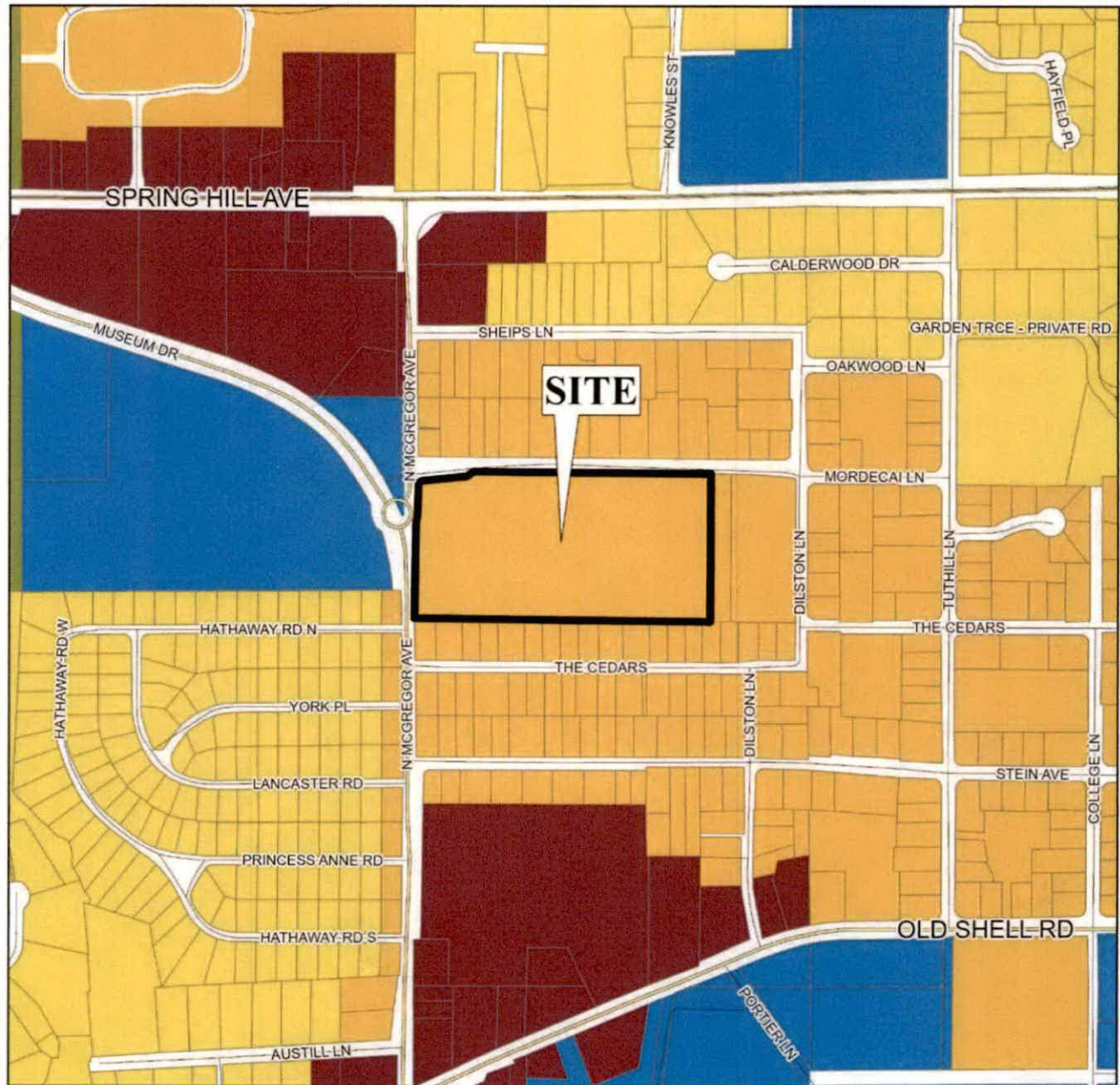
LOCATOR ZONING MAP



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	



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 10 DATE August 21, 2025

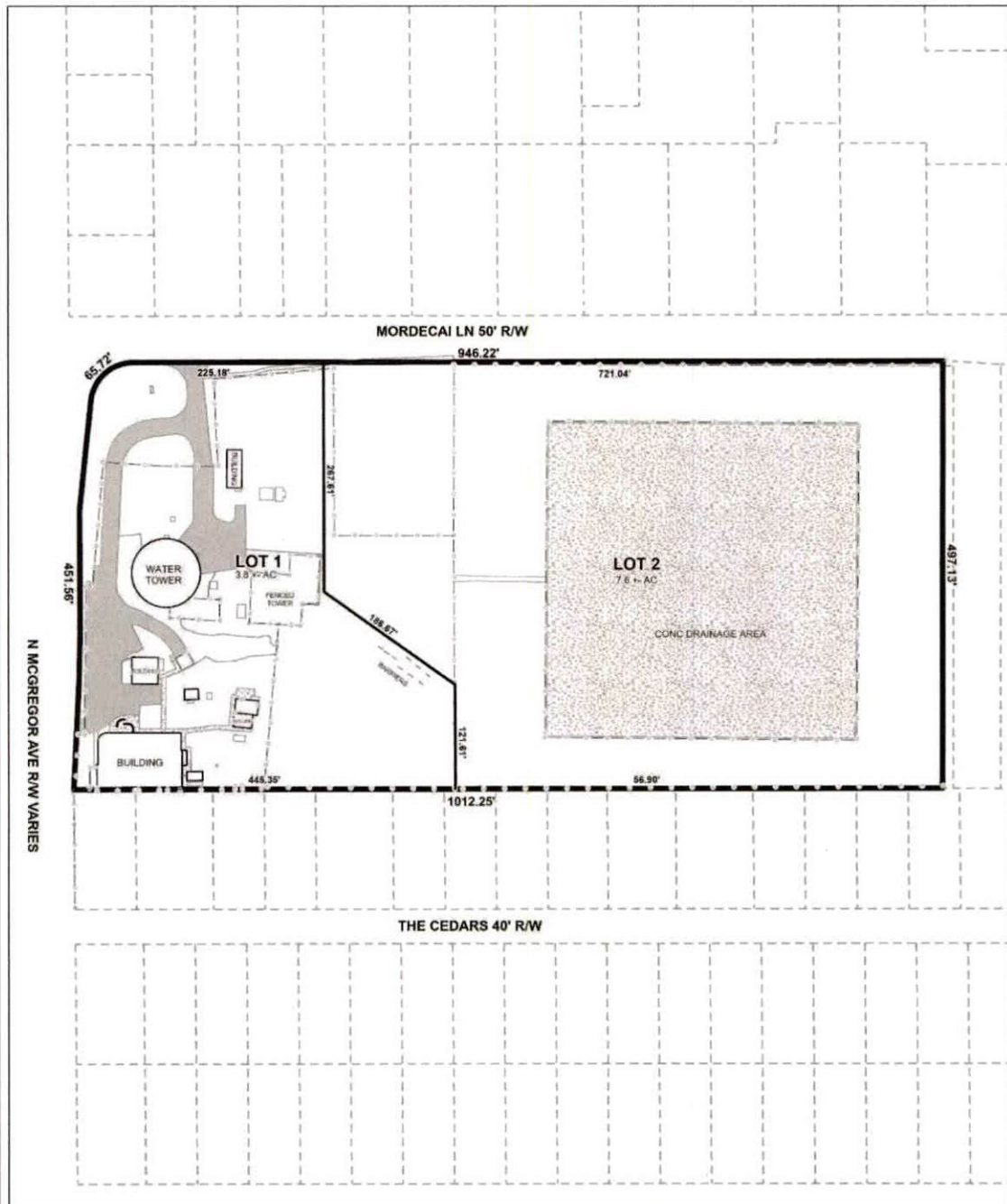
APPLICANT Mordecai Lane Subdivision

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	



SITE PLAN



The site plan illustrates existing buildings, water tower, and fencing.

APPLICATION NUMBER	10	DATE	August 21, 2025	 NTS
APPLICANT	Mordecai Lane Subdivision			
REQUEST	Subdivision, PA Modification			

ZONING DISTRICT CORRESPONDENCE MATRIX																
			LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (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.

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

Sherry Annua Jevette
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.

Signature Ray Jones

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:
DATE: 6/26/25

From: [City Clerk](#)
To: [Pafenbach, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Monday, December 15, 2025 10:12:29 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Friday, December 12, 2025 12:23:12 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Matthew Sewell

Date To Address Council: 2025-12-23

Address: 1633 Long Wood Ct

Email: matthewsewell222@gmail.com

Phone: 2518001837

Subject And Specific Questions: Not enough is being done to hold dog owners accountable for negligence.

Pertain To City Business: Public safety

Signature: Matthew P Sewell

Signature Verify: X

Agree: X

Date Submitted: 2025-12-12 11:23:07

This submission was recieved from your website <https://www.cityofmobile.org/>

Name: Robert E Battle Sr.

Date To Address Council: 2025-12-30

Address: 7227 Muscadine Ave Mobile, Al 36618

Email: latonia.dawson38@gmail.com

Phone: 251-518-1262

Subject And Specific Questions: Martin Luther King Birthday Celebration

Pertain To City Business: Funding

Signature: Robert E Battle Sr

Signature Verify: X

Agree: X

Date Submitted: 2025-12-18 13:22:26



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 16 December 2025
Date

Item No. _____

Submitted by: _____
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 Graybar Electric Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Graybar Electric Co Inc for 5 Stresscrete 22ft round concrete poles with K707 King Luminaire Doral Jr luminaire LED street lights for Mobile St for Traffic Engineering. CIP - Traffic Signal and Street Light Maint.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$41,209.45

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>4479</u>	2026	(2060) TRAFFIC ENGINEERING	5 STRESSCRETE 22FT ROUND CONCRETE POLES WITH K707KING LUMINAIRE DORAL JR LUMINAIRE LED STREET LIGHTS FOR MOBILE STREET FOR TRAFFIC ENGINEERING (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$41,209.45	<u>(075199)</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 00004479-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	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
11/18/25	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER YOUR QUOTE 2001173238 AND THE OMNIA PARTNERS MASTER AGREEMENT EV2370 STRESSCRETE LTD POLE AND KING PER QUOTE 10432 POLE - E220-BPR-G-E11-AG BALL TOP 6" FIXTURE - K707-P4FL-III-25(SSL)-120:277-40K-(TX-Black) KPL20-KA120-A-S-1-4-(TX -Black) Lead time 12 weeks to ship Freight allowed direct ship to City Vendor Item	5.00 EACH	8241.89000	41209.45
1	2000.80.00.0000.0000.0000.0000.44020. E C1012 .OPERSUPPLS.			41209.45

Ship To
 ELECTRICAL
 854 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 DIANNA LOVE

 Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004479-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 2
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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
11/18/25	075199				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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Requisition Link

Requisition Total	41209.45
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C1012 .OPERSUPPLS.	41209.45	14991.74

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	41209.45	7417825.91

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	11/25/25	ADAM SPENCE	Auto approved by: 91054000
Approved	11/25/25	JENNIFER WHITE	
Approved	11/25/25	BRENDA RHODES	
Approved	11/25/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	11/25/25	RELYA MALLORY	Auto approved by: 910511034
Unknown	12/09/25	SANDRA LEWIS	
Approved	12/09/25	DONALD ROSE	Auto approved by: 910518227
Approved	12/09/25	SANDRA LEWIS	
Approved	12/09/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	12/09/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	12/09/25	JAMES NEESE	Auto approved by: 910518227
Approved	12/09/25	ANNE FOLEY	Auto approved by: 910518227
Approved	12/09/25	JOHN PAINE	Auto approved by: 910518227

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004479-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved
--	---

Page 3

Vendor
 GRAYBAR ELECTRIC CO INC
 4359 HALLS MILL RD

Ship To
 ELECTRICAL
 854 GAYLE STREET

MOBILE, AL 36691

MOBILE, AL 36604
 DLOVE@CITYOFMOBILE.ORG

Tel#251-706-5605
 Fax 251-666-6293

Delivery Reference
 DIANNA LOVE

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/18/25	075199				TRAFFIC ENGINEERING

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

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.

Click Your Industry

Education | Government

Nonprofit

Corporate | Enterprise

Private Equity

Public Sector

-  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

[VIEW CONTRACT DOCUMENTATION](#)

[CONTACT US](#)



Serving State & Local Government, Education, Special Districts, and Non-Profits

Graybar is the premier supplier of electrical, lighting, data communications and security products and related products, services and solutions through OMNIA Partners. Public Sector, the nation's largest and most experienced cooperative purchasing organization dedicated to public sector procurement.

CONTRACT + BENEFITS

- Access to Graybar's extensive product line, including electrical, lighting, data communications, security, and more.
- Significant savings on all products and services.
- Streamlined procurement process.
- Dedicated account manager.
- 24/7 support.

Why OMNIA Partners Public Sector through Graybar?

- Access to Graybar's extensive product line, including electrical, lighting, data communications, security, and more.
- Significant savings on all products and services.
- Streamlined procurement process.
- Dedicated account manager.
- 24/7 support.

The Graybar OMNIA Partners Public Sector Program

- Access to Graybar's extensive product line, including electrical, lighting, data communications, security, and more.
- Significant savings on all products and services.
- Streamlined procurement process.
- Dedicated account manager.
- 24/7 support.

Single Agencies

- Access to Graybar's extensive product line, including electrical, lighting, data communications, security, and more.
- Significant savings on all products and services.
- Streamlined procurement process.
- Dedicated account manager.
- 24/7 support.

Graybar Program Managers

- Access to Graybar's extensive product line, including electrical, lighting, data communications, security, and more.
- Significant savings on all products and services.
- Streamlined procurement process.
- Dedicated account manager.
- 24/7 support.

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](#)

INDUSTRIES

K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity
Real Estate

SOLUTIONS

Contract Offerings
OPUS
Data & Spend Analytics
Industry Experts

ABOUT US

RESOURCES

CAREERS



OMNIA[®]
P A R T N E R S

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

BECOME A MEMBER



[Privacy Policy](#) | [Terms of Use](#)

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector (“Omnia”), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department’s review, the competitive bid process used by Omnia is approved for use through **December 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia’s competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for “public works,” as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 16 December 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 Graybar Electric Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Graybar Electric Co Inc for 30 Stresscrete K124 King
Luminaire Paragon Acorn luminaire street lights for Traffic Engineering.
CIP - Traffic Signal and Street Light Maint.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$82,161.30

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>4477</u>	2026	(2060) TRAFFIC ENGINEERING	30 STRESSCRETE K124 KING LUMINAIRE PARAGON ACORN LUMINAIRE STREET LIGHTS FOR TRAFFIC ENGINEERING (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$82,161.30	<u>(075199)</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 00004477-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.44020. 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
11/18/25	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER YOUR QUOTE 2001038412 AND THE OMNIA PARTNERS MASTER AGREEMENT EV2370 K124R-B2ARIII-100(SSL)-120:277-4 OKK12-W K124R-B2AR-III-100(SSL)-120:277-40K K12-WRS-#212-WRS-#2 Referenced Drawing: MOBILE-K124-1 Color: TX Gloss Black (PWDC11001-2) Pricing good through 2/1/2026 Lead time 15-17 weeks after release and approval to ship Freight allowed City Vendor Item	30.00	2738.71000	82161.30
-----	---	-------	------------	----------

1	2000.80.00.0000.0000.0000.0000.44020.			82161.30
	E C1012 .OPERSUPPLS.			

Ship To
 ELECTRICAL
 854 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 DIANNA LOVE

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004477-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 2
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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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/18/25	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			

Requisition Link

Requisition Total	82161.30
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C1012 .OPERSUPPLS.	82161.30	14991.74

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	82161.30	7417825.91
CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	11/25/25	ADAM SPENCE	Auto approved by: 91054000
Approved	11/25/25	JENNIFER WHITE	
Approved	11/26/25	BRENDA RHODES	
Approved	11/26/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	11/26/25	RELYA MALLORY	Auto approved by: 910511034
Approved	12/09/25	DONALD ROSE	Auto approved by: 910518227
Approved	12/09/25	SANDRA LEWIS	
Approved	12/09/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	12/09/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	12/09/25	JAMES NEESE	Auto approved by: 910518227
Approved	12/09/25	ANNE FOLEY	Auto approved by: 910518227
Approved	12/09/25	JOHN PAINE	Auto approved by: 910518227

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004477-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved
--	---

Page 3

Vendor
 GRAYBAR ELECTRIC CO INC
 4359 HALLS MILL RD

Ship To
 ELECTRICAL
 854 GAYLE STREET

MOBILE, AL 36691

MOBILE, AL 36604
 DLOVE@CITYOFMOBILE.ORG

Tel#251-706-5605
 Fax 251-666-6293

Delivery Reference
 DIANNA LOVE

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/18/25	075199				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

Authorized By: _____ Date: _____
 Signature

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.

Click Your Industry

Education | Government

Nonprofit

Corporate | Enterprise

Private Equity

Public Sector



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

VIEW CONTRACT DOCUMENTATION

CONTACT US



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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Industry Experts

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OMNIA[®]
P A R T N E R S

5001 Aspen Grove Drive
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(866) 875-3299

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Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector (“Omnia”), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department’s review, the competitive bid process used by Omnia is approved for use through **December 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia’s competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for “public works,” as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 16 December 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 Graybar Electric Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Graybar Electric Co Inc for 30 Visco 11ft cast-iron
decorative street light poles for St Louis St for Traffic Engineering.
CIP - Traffic Signal and Street Light Maint.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$132,485.70

FUNDING SOURCE:

Budget Item: See Requisitions

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: 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>4478</u>	2026	(2060) TRAFFIC ENGINEERING	30 VISCO 11FT CAST IRON DECORATIVE STREET LIGHT POLES FOR ST LOUIS STREET (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$132,485.70	<u>(075199)</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 00004478-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.44020. 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
11/18/25	075199				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

001	AS PER YOUR QUOTE 2001173173 AND OMNIA PARTNERS MASTER AGREEMENT EV2370 VISCO INC VI-E20-D1-11'-31/2- TENON-GFCI-WPC-AB DECORATIVE POLES Vendor Item	30.00 EACH	4416.19000	132485.70
-----	---	---------------	------------	-----------

1	2000.80.00.0000.0000.0000.0000.44020. E C1012 .OPERSUPPLS.			132485.70
---	---	--	--	-----------

Ship To
ELECTRICAL
854 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANNA LOVE

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

[Requisition Link](#)

Requisition Total	132485.70
-------------------	-----------

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

Amount Remaining Budget

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004478-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved
---	--

Page 2

Vendor
 GRAYBAR ELECTRIC CO INC
 4359 HALLS MILL RD

Ship To
 ELECTRICAL
 854 GAYLE STREET

MOBILE, AL 36691

MOBILE, AL 36604
 DLOVE@CITYOFMOBILE.ORG

Tel#251-706-5605
 Fax 251-666-6293

Delivery Reference
 DIANNA LOVE

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/18/25	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
E C1012	.OPERSUPPLS.		132485.70	14991.74

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	132485.70	7417825.91
CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	11/25/25	ADAM SPENCE	Auto approved by: 91054000
Approved	11/25/25	JENNIFER WHITE	
Approved	11/25/25	BRENDA RHODES	
Approved	11/25/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	11/25/25	RELYA MALLORY	Auto approved by: 910511034
Approved	12/10/25	DONALD ROSE	Auto approved by: 910518227
Approved	12/10/25	SANDRA LEWIS	
Approved	12/10/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	12/10/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	12/10/25	JAMES NEESE	Auto approved by: 910518227
Approved	12/10/25	ANNE FOLEY	Auto approved by: 910518227
Approved	12/10/25	JOHN PAINE	Auto approved by: 910518227

Authorized By: _____ Date: _____
 Signature

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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Private Equity

Public Sector



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

VIEW CONTRACT DOCUMENTATION

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Graybar Contract Documentation

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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](#)

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- [Contract Renewal](#)
- [Contract Amendment 1](#)
- [Contract Amendment 2](#)

Solicitation Process

- [EV2370 RFP](#)
- [EV2370 RFP Postings](#)

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Industry Experts

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Franklin, TN 37067

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Montgomery, AL 36104-4338



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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.

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

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

Agenda of: 16 December 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 Skulski Consulting LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Skulski Consulting LLC for Americans with Disabilities Act
program assessments, consultation, and training for MPRD.
CIP 2017 Citywide ADA Assessments

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$33,500.00

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: Professional 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>4425</u>	2026	(2025) OPERATIONS & CEMETERIES	AMERICANS WITH DISABILITIES ACT PROGRAM ASSESSMENTS, CONSULTATION, AND TRAINING FOR MPRD (PROFESSIONAL SERVICE)	\$33,500.00	<u>(294699) SKULSKI CONSULTING LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004425-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: Status: Released	Page 1
--	---	--------

Vendor SKULSKI CONSULTING LLC 11084 MAST COURT FISHERS, IN 46040 USA Tel#3174084424	Ship To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE Deliver To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/25	294699				OPERATIONS & CEMETERIES

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

Provide listed ADA consulting and training services as per your quote dated 11-05-2025. Coordinate delivery of services with Director, Parks & Recreation.

001	LEADERSHIP TRAINING, ONE DAY ON-SITE	1.00 EACH	4000.00000	4000.00
-----	--------------------------------------	-----------	------------	---------

1	2000.80.00.0000.0000.0000.0000.42200. E C0060 .PROFTECHNC.			4000.00
---	---	--	--	---------

Ship To
 PARKS SAGE AVE
 48 N. SAGE AVE
 NORTH SIDE DOOR
 MOBILE, AL 36607
 Delivery Reference
 DEEANN POPPLE

Deliver To
 PARKS SAGE AVE
 48 N. SAGE AVE
 NORTH SIDE DOOR
 MOBILE, AL 36607

002	ADA TRAINING** FOR OPERATIONS AND PROGRAM STAFF, TWO DAY TRAINING ON SITE	1.00 EACH	6000.00000	6000.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004425-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: Status: Released	Page 2
--	---	--------

Vendor SKULSKI CONSULTING LLC 11084 MAST COURT FISHERS, IN 46040 USA Tel#3174084424	Ship To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE Deliver To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/25	294699				OPERATIONS & CEMETERIES

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.42200. E C0060 .PROFTECHNC.			6000.00

Ship To
 PARKS SAGE AVE
 48 N. SAGE AVE
 NORTH SIDE DOOR
 MOBILE, AL 36607
 Delivery Reference
 DEEANN POPPLE

Deliver To
 PARKS SAGE AVE
 48 N. SAGE AVE
 NORTH SIDE DOOR
 MOBILE, AL 36607

003	UNIVERSAL DESIGN WORKSHOP**, ONE DAY WORKSHOP, ON-SITE	1.00 EACH	4000.00000	4000.00
1	2000.80.00.0000.0000.0000.0000.42200. E C0060 .PROFTECHNC.			4000.00

Ship To
 PARKS SAGE AVE
 48 N. SAGE AVE
 NORTH SIDE DOOR
 MOBILE, AL 36607
 Delivery Reference
 DEEANN POPPLE

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004425-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: Status: Released	Page 3
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Vendor SKULSKI CONSULTING LLC 11084 MAST COURT FISHERS, IN 46040 USA Tel#3174084424	Ship To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE Deliver To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/25	294699				OPERATIONS & CEMETERIES

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607			
004	ADA REFRESHER TRAINING** FOR SUPERVISORS AND NEW HIRES, TWO DAY TRAINING ON-SITE	1.00 EACH	6500.00000	6500.00
1	2000.80.00.0000.0000.0000.0000.42200. E C0060 .PROFTECHNC.			6500.00
	Ship To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607 Delivery Reference DEEANN POPPLE Deliver To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607			

005	ADA WEBINARS**, 90-MINUTE	5.00	500.00000	2500.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004425-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: Status: Released	Page 4
--	---	--------

Vendor SKULSKI CONSULTING LLC 11084 MAST COURT FISHERS, IN 46040 USA Tel#3174084424	Ship To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE Deliver To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/25	294699				OPERATIONS & CEMETERIES

LN	Description / Account	Qty EACH	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.42200. E C0060 .PROFTECHNC.			2500.00
Ship To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607 Delivery Reference DEEANN POPPLE Deliver To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607				
006	ADA COMPLIANCE TECHNICAL SUPPORT, FACILITATED ADA TRANSITION PLANNING, AND PLAN REVIEWS, MEETINGS AND CONFERENCE CALLS WITH ACCESSIBILITY MANAGEMENT TEAM	5.00 EACH	1500.00000	7500.00
1	2000.80.00.0000.0000.0000.0000.42200. E C0060 .PROFTECHNC.			7500.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004425-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: Status: Released	Page 5
--	---	--------

Vendor SKULSKI CONSULTING LLC 11084 MAST COURT FISHERS, IN 46040 USA Tel#3174084424	Ship To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE Deliver To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/25	294699				OPERATIONS & CEMETERIES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607 Delivery Reference DEEANN POPPLE Deliver To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607			
007	ADA COMPLIANCE TECHNICAL SUPPORT, FACILITATED ADA TRANSITION PLANNING, AND PLAN REVIEWS, MEETINGS AND CONFERENCE CALLS WITH ACCESSIBILITY MANAGEMENT TEAM	20.00 EACH	150.00000	3000.00
1	2000.80.00.0000.0000.0000.0000.42200. E C0060 .PROFTECHNC.			3000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004425-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: Status: Released	Page 6
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Vendor SKULSKI CONSULTING LLC 11084 MAST COURT FISHERS, IN 46040 USA Tel#3174084424	Ship To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE Deliver To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/25	294699				OPERATIONS & CEMETERIES

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 PARKS SAGE AVE
 48 N. SAGE AVE
 NORTH SIDE DOOR
 MOBILE, AL 36607
 Delivery Reference
 DEEANN POPPLE

Deliver To
 PARKS SAGE AVE
 48 N. SAGE AVE
 NORTH SIDE DOOR
 MOBILE, AL 36607

[Requisition Link](#)

Requisition Total	33500.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0060 .PROFTECHNC. .	33500.00	57513.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.42200.	33500.00	3020800.25
CAPITAL IMPROVEMENTS FUND EXP PROFESSIONAL & TECHNICAL		

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

Activity	Date	Clerk	Comment
Forward	11/21/25	CARLEEN STOUT	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004425-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: Status: Released	Page 7
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Vendor SKULSKI CONSULTING LLC 11084 MAST COURT FISHERS, IN 46040 USA Tel#3174084424	Ship To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE Deliver To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/25	294699				OPERATIONS & CEMETERIES

LN	Description / Account	Qty	Unit Price	Net Price
Queued	11/17/25 ASHLEY ADAMS			
Queued	11/17/25 CHAD HOLM			
Pending	BRENDA RHODES			
Pending	TIFFANY HOLLINS			
Pending	RELYA MALLORY			
Pending	DONALD ROSE			
Pending	SANDRA LEWIS			
Pending	STEVEN KRONINGER			
Pending	SAMANTHA COOLEY			
Pending	JAMES NEESE			
Pending	ANNE FOLEY			
Pending	JOHN PAINE			

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 30, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Spiro N. Cheriogotis

Purpose and Scope of Project:

To approve proposed Bid award to Struthers Recreation LLC for bulk delivered engineered wood fiber playground ground covering. Price good for six-months, renewable without further approval by Council for up to five addl 6-month periods

Amount of Contract:

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

Funding Source

General fund.

ATTACHMENTS:

1. 20251209 Wood Chip Agenda Package Bids

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 16 December 2025
Date

Item No. _____

Submitted by: _____
Department

John Paine, Purchasing Agent

Department Head

Sponsored by: _____
Name

Spiro N. Cheriogotis

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 bulk-delivered engineered wood fiber

PURPOSE & SCOPE OF PROJECT:

To approve proposed Bid award to Struthers Recreation LLC for bulk delivered engineered wood fiber playground ground covering. Price good for six-months, renewable without further approval by Council for up to five addl 6-month periods. General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

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

FUNDING SOURCE:

Budget Item: _____

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: Upon approval

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

If not bid, state reason: Sealed Bid 6012

How many bidders received bid packages (if applicable): 13 +Internet

How many bidders submitted bids (if applicable): 4

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 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>6012</u>	Bulk-delivered engineered wood fiber	1	\$29.95 per cubic yard	Six-months, renewable for five additional six-month periods.	<u>(297605) Struthers Recreation LLC</u>

Adopted:

City Clerk

BID TABULATION FOR BID #6012						
SURFACING ENGINEERED WOOD						
	Vendor	BID	CUBIC YARD PRICE			
	STRUTHERS RECREATION	YES	\$ 29.95			
	LANIER PLANS, INC DBA KORKAT	YES	\$ 31.67			
	PLAYWORLD PREFERRED, INC	YES	\$ 34.15			
	JEFCOAT RECREATION	YES	\$ 37.1464			

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

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

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, DECEMBER 5, 2025

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 2 of 4 3. 100 Cubic Yards Dog River Park 2459 Dog River Drive W., Mobile, AL 36605 4. 100 Cubic Yards Heros Park 7161 Old Military Road, Theodore, AL 36582 5. 100 Cubic Yards Lavretta Park 200 W. Parkway Drive, Mobile, AL 36608 6. 200 Cubic Yards Mill Street Park 2665 Mill Street, Mobile, AL 36607 7. 200 Cubic Yards Langan Park 4901 Museum Dr., Mobile, AL 36608 8. 200 Cubic Yards Crestview Park 1600 Roland Dr., Mobile, AL 36693 9. 200 Cubic Yards Hilldale Park 558 Felhorn Rd., Mobile, AL 36608 10. 200 Cubic Yards Public Safety Memorial Park 2301 Airport Blvd., Mobile, AL 36606 11. 300 Cubic Yards Seals Park 540 Texas St., Mobile, AL 36603 Vendor will be responsible to unload material at specified sites. Sample: The City reserves the right to request a sample of product bid prior to award. If requested by the City of Mobile Purchasing Department, the sample shall be delivered within 7 working days of					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 4 request. DELIVERY LOCATION TO BE DETERMINED AT TIME OF REQUEST. The City of Mobile purchased approximately 1980 cubic yards of the requested wood fiber in the last twelve (12) months. <u>FUTURE QUANTITIES PURCHASED WILL BE BASED ON AN AS-NEEDED BASIS BY CITY DEPARTMENTS.</u> A City of Mobile business license may be required (See item #14 on reverse of page 1) Pricing shall be firm for a period of six (6) months from the date of award. At the option of both the City of Mobile and successful bidder, the award of the bid may be extended for up to 5 additional 6-month periods. Quote your pricing delivered FOB Mobile. INCLUDE ALL COSTS IN YOUR PRICING. The City will not add freight, fuel surcharges, unloading fees, etc., after the fact. 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					
			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.

Page _____ of _____

Page 170 of 943



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: December 30, 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 Athletica Sports Systems for CrystaPlex Series 6 Aluminum Prefabricated ice rink Dasher Board System for Mobile Arena.

Amount of Contract:

\$1,007,690.00

Funding Source

Capital project Mobile Arena FF&E

ATTACHMENTS:

1. 20251207 Athletica Agenda Package POs

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 16 December 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 Athletica Sports Systems Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Athletica Sports Systems for CrystaPlex Series 6
Aluminum Prefabricated ice rink Dasher Board System for Mobile Arena.
Capital Mobile Arena FF&E

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$1,007,690.00

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: Sourcewell cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor 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>5216</u>	2026	(3030) REAL ESTATE ASSET MANAGEMENT	CRYSTAPLEX SERIES 6 ALUMINUM PREFABRICATED DASHER BOARD SYSTEM FOR MOBILE ARENA (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$1,007,690.00	<u>(300074)</u> <u>ATHLETICA</u> <u>SPORTS</u> <u>SYSTEMS INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005216-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: Status: Released
--	---

Page 1

Vendor
 ATHLETICA SPORTS SYSTEMS INC
 720 INNOVATION DRIVE

Ship To
 REAL ESTATE ASSET MANAGEMENT
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 547
 MOBILE, AL 36644

SHAKOPEE, MN 55379

Tel#548 398 2261

Deliver To
 REAL ESTATE ASSET MANAGEMENT
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 547
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/05/25	300074				REAL ESTATE ASSET MANAGEMEN

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

As per your quotation 24010-016AMM R2 dated october 22, 2025 and Sourcewell contract 120320-ATH. Any additions or price increases require Athletica price quote and City approval via City issuance of PO change order or new PO.

001 CRYSTALPLEX SERIES 6 ALUMINUM PREFABRICATED DASHER BOARD SYSTEM. The Above Line Item Is For Department:	1.00 EACH	1007690.00000 1007690.00	
---	--------------	-----------------------------	--

ARCH ENGIN

1 2000.80.00.0000.0000.0000.0000.48010. E F201-001 .CONSTRUCTN.		1007690.00	
--	--	------------	--

Ship To
 REAL ESTATE ASSET MANAGEMENT
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 547
 MOBILE, AL 36644

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

[Requisition Link](#)

Requisition Total	1007690.00
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***** Project Ledger Summary Section *****
 Account

Amount Remaining Budget

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005216-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: Status: Released	Page 2
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Vendor
ATHLETICA SPORTS SYSTEMS INC
720 INNOVATION DRIVE

Ship To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

SHAKOPEE, MN 55379

Tel#548 398 2261

Deliver To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/05/25	300074				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
E F201-001	.CONSTRUCTN.		1007690.00	10801808.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	1007690.00	1904501.89
CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION		

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

Activity	Date	Clerk	Comment
Approved	12/08/25	CARLEEN STOUT	approved!
Approved	12/08/25	CHAD HOLM	Auto approved by: 910518486
Approved	12/08/25	BRENDA RHODES	
Approved	12/08/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	12/08/25	RELYA MALLORY	Auto approved by: 910511034
Queued	12/08/25	DONALD ROSE	Auto approved by: 910511034
Queued	12/08/25	SANDRA LEWIS	Auto approved by: 910511034
Queued	12/08/25	STEVEN KRONINGER	Auto approved by: 910511034
Queued	12/08/25	SAMANTHA COOLEY	Auto approved by: 910511034
Queued	12/08/25	JAMES NEESE	Auto approved by: 910511034
Queued	12/08/25	PATRICIA KENNEDY-JONES	Auto approved by: 910511034
Queued	12/08/25	ANNE FOLEY	Auto approved by: 910511034
Queued	12/08/25	JOHN PAINE	Auto approved by: 910511034

Authorized By: _____ Date: _____
Signature

October 22, 2025

City of Mobile
Purchasing Department,
205 Government St.,
Mobile, AL 36644

Quotation: 241010-016AMM R2
Mobile Arena

As the preferred supplier to the NHL, Athletica Sport Systems Inc. ® thanks you for the opportunity to submit a QUOTE to **Supply and Install 1 (One) CrystaPlex® Series 6 Aluminum Prefabricated Dasher Board System**. Rink is proposed to be 200 ft long by 85 ft wide, with 28 ft radius corners – all to meet NHL Standards.

This project is to be **New Construction** with **New Refrigerated Slab**.
Not for Construction Drawings and Specifications provided.

Summary of scope of work by Athletica Sport Systems Inc.® will include:

FRAME

- Frames to be structural aluminum 41" high. Typical 96" length for straight panels and 88" for curved panels.
- Frames to be constructed with conversion friendly 3/8" thick x 3" high x 6" wide aluminum 6005-T6 alloyed angle base.
- Adjustable pre-cast stainless steel anchors supplied and installed by Athletica Sport Systems Inc.®
- Concrete pour to be supervised by Athletica Sport Systems Inc.® to ensure integrity of anchors.
- Floor thickness to be 6" min.
- Expansion joint to be 1" wide located 1" behind the dasher system.
- The dashers are to be installed onto a steel ice dam that is secured to concrete refrigerated floor.
- 4 player box gates 30" wide.
- 2 penalty box gates 30" wide.
- 3 access gates 36" wide for players box side of rink.
- 1 double leaf machine gate 120" wide for the radius of the rink.
- 6 lift-out sections 48" wide for the rink

GALVANIZED STEEL ICE DAM

- 2" steel Ice Dam for the entire perimeter of the rink. Steel ice dam to be laser cut. Steel channel to be hot dipped galvanized after fabrication. Ice dam to have a 1/2" thick white + 1/2" thick colored poly or by 1 1/2" high kick plate interlock nailed to the ice side and insulated with 1 1/2" rigid insulation on the underside.
- Each section of dam shall incorporate a double set of 5/8" anchors for attaching the dasher panels. One set for primary use and one set for backup.

BOARD CLADDING

- .500" thick CrystaPlex® Stay-White high-density polyethylene (HDPE) puck board.
- Kickplate to be inlaid flush with the board facing.
- Color for the Kickplate to be yellow in color.
- Athletica Sport Systems Inc.® will supply and install 1" thick SoftCap® safety cap rail on ice side of shielding.
- .750" thick polyethylene Cap rail on spectator side of shielding routed to 3/8" radius.
- Color for the Cap rail to be from standard colors

QUICK RELEASE BACKER PANEL

- .375" thick Stay white polyethylene Backer Panel for entire perimeter
- Quick Release hardware included for easy removal and installation.
- Gates will get permanently fastened backer panels with 1/4" type f screws.
- Backer panel to be white and full 41" high.

POLY GAP CLOSURE

- .500" thick x 3" x 3" poly angle gap closure to be fastened to the back of Backer Panels to reduce debris falling behind dashers.

GLAZING AND SUPPORTS - FULL SEAMLESS ACRYLIC

- 99" high **Crystaplex® 590 Plus** acrylic on two ends including radius sections.
- 75" high **Crystaplex® 590 Plus** acrylic on the player box side of the rink.
- 75" high **Crystaplex® 590 Plus** acrylic opposite the player box side.
- Shielding support system to be **Crystaplex® Seamless** on entire rink.
- Provide new **Crystaplex® Clear HDM** Sleeves for entire seamless acrylic shielding.
- Provide butterfly clips for seamless acrylic at the radius corners.
- Shielding in front of the scorer's table shall have a 2 1/2" diameter speak hole.

NOTE: **CrystaPlex® 590 Plus** acrylic thickness will not be less than .585" and not exceed to .620"
This material has been tested and approved by the NHL.

ATHLETICA SPORT SYSTEMS INC.® GLASSFLEX®

- Athletica Sport Systems Inc.® GlassFlex® system to be added to entire rink perimeter.
- 6" wide back strip provided as a safety feature to avoid pinching and hazard.

PLAYERS, PENALTY AND TIME KEEPERS - BOXES

- Player boxes are to be 30ft long and 6ft deep with side and back walls.
- Penalty boxes are to be 8ft long and 6ft deep with side and back walls.
- Time keepers box is to be 8 ft long and 6ft deep with side and back walls.
- Media box is to be 5 ft long and 6ft deep with side and back walls.
- 3/8" half height backer panel and water bottle shelf and bottle holders included for the player's and penalty boxes.
- Penalty and timers boxes are to be located opposite the player benches.
- 2 additional 30" wide gates are to be provided for the timer's box side walls.
- 1 additional 30" wide gate is to be provided for one of the penalty boxes.
- 1 additional 30" wide gate is to be provided for the media box.

PLAYERS, PENALTY AND TIME KEEPERS - SHIELDS

- 75" high **Crystaplex® 590 Plus** acrylic shielding for the sides and back of players boxes.
- 75" high **Crystaplex® 590 Plus** acrylic shielding for the front, sides and back of penalty boxes.
- 75" high **Crystaplex® 590 Plus** acrylic shielding for the front, sides and back of timer's box.
- 75" high **Crystaplex® 590 Plus** acrylic shielding for the front, sides and back of media box.
- **NHL Curved acrylic termination points provided at 2 locations. (Includes 2 spare assemblies)**

PLAYERS, PENALTY AND TIME KEEPERS - FLOORS

- Floors for the players, penalty and timers boxes are to be of aluminum framed construction with 3/4" HDPE fastened to base.
- 3/8" thick black Stamina rubber flooring to be loose laid over HDPE surface.
- Coach's walkway, 8" high by 24" wide to be provided for each player's box with 2 TV monitor boxes per bench.

PLAYERS, PENALTY AND TIME KEEPERS - BENCHES

- Benches are 3/4" thick polyethylene top fastened to a 9 1/2" wide aluminum channel.
- Player's box benches are to be 28ft long.
- Benches in the penalty boxes are to be 8ft long.
- Player and penalty benches are to be removable.
- Time keepers table included.

GLASS STORAGE CARTS (LARGE)

- 8 large "A" frame style glass storage carts. Note: some assembly required.

HDM STORAGE CARTS & CURVED ACRYLIC STORAGE CART

- 2 HDM Divider Sleeve storage carts.
- Holds complete rink of HDM sleeves.
- 1 Curved acrylic storage cart.
- Holds 7 complete curved acrylic assemblies.

GOAL FRAMES/NETS

- Two pairs of NHL Game Ready Approved hockey goal frames complete with camera cutouts.
- Nets are pre-strung ready for game play.
- 2 set of NHL approved Marsh Pegs (1 7/8" diameter).

CLEAR D ZONE RINK CLEANING KITS

- 2 Clear D Zone Restoration System Kit. Each kit includes: ONE high speed polisher, ONE backing plate, TWO Pads, ONE cleaning brush, TWO micro fiber towel and ONE squirt bottle.
- 8 gallons of Clear D Zone Polish. (4 gallons / NHL size rink).
- Rink erasers
- Glass Wash

CAMERA HOLE COVER/HOLDERS

- 4 NHL approved / Athletica Sport Systems Inc.® camera hole covers with holders and sliding covers.

SPARE ACRYLIC

- 4 pieces of **Crystaplex® 590 Plus** acrylic 99" wide x 75" high for sides of the rink.
- 4 pieces of **Crystaplex® 590 Plus** acrylic 69 3/8" wide x 99" high for ends of the rink.
- 2 pieces of **Crystaplex® 590 Plus** acrylic 44 1/16" wide x 99" high for radius corners.
- 2 pieces of **Crystaplex® 590 Plus** acrylic for custom sized pieces (to be cut on site)

DOWN ISLE STAIRS

- 6 adjustable steps and rails at down isle sections as per drawings.

ELECTRIC RETRACTABLE PROTECTIVE NETTING

- Black Kevlar protective netting for one two end(s) of the rink to a height of 20 ft above the shielding.
- Netting hardware package to include beam clamps, aircraft cables and misc. hardware required for a complete installation.
- Netting to be suspended on rolled aluminum tubes at top which are suspended from the ceiling.
- Bottom of netting to be attached to dead hang bar and shielding.
- 2 heavy-duty electric lifting winches to meet all requirements and ATSM/OSHA standard codes.
- Motors are equipped with remote controls for raising and lowering netting system.

BOARD STORAGE CARTS

- 2 stackable board storage carts of steel construction.

ARENA DECK ICE FLOOR COVERING & STORAGE CARTS

- 1" Arena Deck for full rink. 4' x 8' Waffle bottom design (520 waffle, 5 solid, 10 Spares).
- 4 radiused 120" long x 18" wide x 2 1/2" thick tapered HDPE ramps.
- 4 straight 120" long x 18" wide x 2 1/2" thick tapered HDPE ramps.

ADDITIONAL ITEMS INCLUDED IN BASE BID

- Costs included to Field Measure existing site conditions by a qualified Athletica Sport Systems Inc.® representative.

COMPLETE INSTALLATION:

An approved Athletica Sport Systems Inc.® installation team will install the dasher board system onto a new concrete refrigerated slab. **Installation is based on local UNION rates.**

The site must be accessible to a tractor-trailer and industrial forklift and driveways to the rink slab/surface must support all necessary equipment. Power outlets with no less than a 30amp breaker must be within 50' of the rink slab/surface or a portable generator with a minimum of 5KW power rating. The surface will be broom clean and work area will be free of all materials and debris. A dumpster (minimum size of 10 yards) and/or an area for trash must be available within 100' of the rink slab/surface so the installers can remove their debris.

Indoor - The rink slab/surface must support at least a 5000lb forklift. Athletica Sport Systems Inc.® will accept no responsibility for damage to the rink slab/surface caused by driving a forklift on the rink slab/surface. All overhead work, including but not limited to painting, electrical, HVAC, and insulation must be completed in the rink and the building must be enclosed and lockable. Adequate lighting must be in and operational.

When job is completed or nearing completion, the purchaser must be available for a final walk-through to inspect the rink with an Athletica Sport Systems Inc.® installation supervisor. This will be the purchaser's chance to formulate a final punch list of items left unfinished or needing to be changed. All items not listed on the punch list will not be considered a punch list item, and unless covered by Athletica Sport Systems Inc.® warranty, will be replaced at the purchaser's expense. Delays or extra work and expenses caused by the site not being ready will be charged to the purchaser.

*Concrete work to be responsibility of others.

ITEMS NOT INCLUDED IN BASE BID

- Concrete slab inserts for other activities (i.e., volleyball, circus, tennis, etc.)
- Concrete slab inserts for Hockey Goals
- Performance, payment or bid Bonds
- Special Insurance Requirements
- OCIP/CCIP Enrollment Fees
- Any Applicable Permit and/or License Fees
- Garbage Removals / Dumpsters
- Cleaning of Boards
- Electrical Works or Concrete Works
- **Taxes, Import Duties, Tariffs**

**BASE BID (freight included)
TO SUPPLY & INSTALL
PLUS ANY APPLICABLE TAXES**

\$1,007,690.00 US FUNDS

Decline _____

Accept _____

Pricing based on Sourcewell Contract Pricing #120320-ATH

**TAXES ARE NOT INCLUDED IN OUR PRICES.
IF YOU ARE TAX EXEMPT, AN EXEMPT CERTIFICATE MUST BE PROVIDED
IN ORDER TO ALLOW TAXES NOT TO BE ADDED TO THIS QUOTATION.**

FOB: (Job Site)

Unload in Parking Lot (Loading Dock not available)

Prices firm for 30 days

Payment Terms: All payment terms based on Credit Approval (O.A.C)

- 45% with placement of signed quotation or purchase order
- 45% two weeks prior to shipping
- 10% due 10 days after installation

Please Note: When a contractor's payment and performance bond has been issued to the owner, a copy must accompany all contracts, signed quotes or purchase orders.

By: Reid Hart

Reid Hart– Director of Sales

If you require any additional information, please contact Reid Hart at 519-404-9465 or rhart@athletica.com

Notwithstanding the foregoing, should Athletica Sport Systems Inc.® be delayed in the commencement, prosecution or completion of the work by any cause beyond Athletica Sport Systems Inc.® control and not due to any fault, neglect, act or omission on its part, then Athletica Sport Systems Inc.® shall be entitled to an extension of time as agreed upon by the parties' hereto in writing and shall not be held liable for any liquidated damages for any delays caused by either the owner or general contractor.

This bid is subject to Athletica Sport Systems Inc.® Standard Terms and Conditions and Limited Warranty and may be withdrawn without penalty at any time before contract execution. If accepted, sign and return one copy, and retain a duplicate for your files. When approved by one of our officers and returned, it becomes a binding contract. This quotation is subject to change, withdrawal, or cancellation until accepted by you. If we have not received your acceptance within 60 days from the date hereof, this quotation shall automatically expire. Athletica Sport Systems Inc.® retains a security interest in all the

products covered in this agreement until all sales' terms have been met. In addition, the purchaser agrees to sign any additional documents for Athletica Sport Systems Inc.® to perfect its security interest in the products.

The above proposal is accepted:

(Please make sure you indicated either an accept or decline in the options listed above as well as your completion date and color of kick plate and sill cover in the box provided above. Thank you.):

President/Owner/General Manager

Athletica Sport Systems Inc.

Name of Signee (please print)

Name of Signee (please print)

Date _____

Date _____

PLEASE COMPLETE THE FOLLOWING ACCOUNT INFORMATION:

Federal ID Number: _____ (for direct importing purposes).

State Tax ____% Local Tax ____% ☐ *Exempt (see below)

*If you are tax exempt, please send us a copy of your Tax Exemption Certificate along with this signed quote. Credits will not be issued after invoicing is complete. Thank you.

ATHLETICA STANDARD TERMS AND CONDITIONS OF SALE – JANUARY 2021

1. Definitions. In these terms "Seller" means the seller of the Goods as defined herein; "Buyer" means the entity purchasing the Goods, including any successors thereof; "Goods" means the goods, products and materials manufactured, imported, supplied and/or delivered for or by Seller to Buyer, as such were approved by Seller in reply to Buyer's order and accordingly listed in the Approval of Order; "Approval of Order", in respect of any Buyer's order, means the instrument issued by Seller, bearing the same reference number of such order and specifying, *among any other terms*, the items of Goods, including their respective price and quantity, which shall be supplied to Buyer upon such order; "Contract" means the contract for the supply of Goods which have been ordered by Buyer and specified in Seller's Approval of Order, which contract is concluded based on these Terms and Conditions of Sale unless otherwise specified in the Approval of Order.

2. Payment. Payment for Goods shall be due on or prior to the delivery date of Goods and no discount may be taken. Payments received after the due date thereof shall bear a service charge from their due date, at the maximum lawful interest rate applicable, and if none – at the annual rate of 5% above the base rate from time to time of the central bank of the place of Buyer's incorporation. All payments shall be made to Seller's designated bank account in the same currency and for the same amounts as specified in the Approval of Order.

3. Prices, Duties and Taxes. Prices specified in the Approval of Order are net, excluding packaging, and shall be deemed Ex-works (Incoterms 2000 as amended). Prices are based, inter alia, on production costs for supplies, labor, deliveries, duties, and services current on the order date. In the event of material increase in any such costs, Seller reserves the right either to adjust the prices for Goods accordingly, or to cancel any certain part of the sales relating to undelivered Goods. Duties, taxes, fees, levies and other compulsory payments applicable to the sale of Goods any time, as well as freight, express, insurance and delivery charges, shall all be borne and paid in full by Buyer, unless otherwise expressly stipulated.

4. Delivery. Delivery dates noted on the Approval of Order are estimates only, and are not guaranteed, and are all subject to adjustment as determined by the Seller acting reasonably. The acceptance of shipment by a common carrier or by any licensed public truckman shall constitute proper delivery. Risk associated with the Goods shall pass to Buyer on delivery or with the passing of title in the Goods, whichever occurs first; provided however, that where delivery is delayed due to circumstances caused by or within the responsibility of Buyer, risk of loss shall pass to Buyer upon Seller's notification that Goods are ready for dispatch.

5. Retention of Title. Title shall pass to Buyer only upon full payment by Buyer for the Goods and following payment of any other outstanding debt by Buyer to Seller. Buyer shall, at Seller's request, take any measures necessary under applicable law to protect Seller's title in the Goods, and lawfully notify Buyer's present or potential creditors of Seller's title on and interest in the Goods. Buyer acknowledges that so long as title has not been transferred in the Goods, it holds the Goods as bailee and fiduciary agent for the Seller and shall safely and securely store and keep the Goods separate and in good condition, clearly showing the Seller's ownership of the Goods and shall respectively record the Seller's ownership of the Goods in its books. Notwithstanding the above, Buyer may use Goods for its own use, or sell Goods, as fiduciary agent for the Seller, to a third party in the normal course of business by bona fide sale at market value, whereby proceeds of such usage or sale of Goods, as the case may be, shall, to the extent of the amount being owed by Buyer to Seller at the time of receipt of such proceeds, be held by Buyer on trust for Seller and specifically ascertained, until payment in full for all payable debts by Buyer to Seller.

6. Warranty.

a) If applicable, Seller warrants that Goods as set out in the warranty applicable thereto given by Seller to Buyer, subject always to the terms and conditions thereof, and subject to use, storage and application thereof in accordance with and based on Seller's standard tolerances, instructions of use and recommendations.

b) Unless otherwise restricted by mandatory applicable law, THE WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, QUALITY AND FITNESS FOR USE AND FOR PURPOSE, ANY ADVICE AND RECOMMENDATION AND ANY OBLIGATIONS OR LIABILITIES WHICH MAY BE IMPUTED TO SELLER, ANY AND ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED, DENIED AND EXCLUDED. BUYER EXPRESSLY AGREES THAT NO WARRANTY THAT IS NOT SPECIFICALLY STATED IN THIS AGREEMENT WILL BE CLAIMED OR OTHERWISE ADHERED TO BY BUYER AND/OR BY ANYONE ACTING ON BUYER'S BEHALF AND/OR BY ANYONE DERIVING THE LEGALITY OF ITS CLAIM FROM BUYER, NOR THAT WILL ANY SUCH WARRANTY BE VALID. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, USE OR HANDLING OF ANY AND ALL GOODS SPECIFIED OR CONTEMPLATED BY THIS CONTRACT. NO WARRANTY IS MADE WITH RESPECT TO ANY OF THESE GOODS WHICH HAVE BEEN SUBJECT TO ACCIDENT, NEGLIGENCE, ALTERATION, IMPROPER CARE, IMPROPER STORAGE, IMPROPER MAINTENANCE, ABUSE OR MISUSE.

7. Claims and Liability.

a) Unless Seller shall within 30 days after delivery of the Goods, receive from Buyer written notice of any matter or thing by reason whereof it is alleged that Goods are not in accordance with the Contract, Goods delivered shall be deemed to have been supplied, delivered and accepted in all respects in full conformity with the Contract and Buyer shall be entitled neither to reject the same nor to raise any claim for damages or for other remedy in respect of any alleged negligence and/or breach of warranty and/or any condition.

b) In any claim, brought subject to the conditions above, Buyer must prove to the satisfaction of Seller that it followed Seller's instructions for use, care, storage, maintenance, handling and application of the Goods.

c) Unless otherwise specifically restricted by mandatory applicable law, Seller's liability under any claim and in connection with any possible allegation, whether based on negligence, contract, or any other cause of action, shall, if the Seller shall be liable hereunder, be limited to either (i) the replacement of the Goods or the supply of equivalent goods; (ii) the repair, or payment of the cost of repair, of the Goods; or (iii) credit in an amount equal to the purchase price specified in Seller's pertinent invoice, or in an amount of equivalent goods, all at Seller's sole option. Buyer acknowledges that the remedy available to him as specified herein, is in lieu of any remedies that may be otherwise available to him, now or in the future, whether in law or in equity, relating to any loss or damage, whether directly or indirectly, arising from the purchase and/or the use of Goods, including without limitation, any actual or contingent damages, loss of production, loss of profit, loss of use, loss of contracts or any other consequential or indirect loss whatsoever, whether pecuniary or non-pecuniary, and it is acknowledged and agreed by Buyer that in no circumstances shall Seller be liable for any such damages. Should any limitation on Seller's liability hereunder be held ineffective under applicable law, then Seller's liability shall in any event be limited to the minimum amount of damages to which Seller may limit its liability, where such is greater than the purchase price as specified in Seller's pertinent invoice. Additionally, any action against Seller must be commenced within one year after the cause of action accrues.

d) Buyer, for himself and for any other party which may claim either under or through Buyer, or independently of Buyer, including Buyer's employees, directors, officers, representatives and personnel, shall indemnify and hold Seller

harmless, from and against any claim or liability for damages in any way relating to the supply or use of the Goods, including claims for negligence and including but not limited to, any claim in connection with the design, manufacture, use, care, storage, delivery, application or maintenance of any Goods sold hereunder, whether alleged to have been committed by Seller or by any other person whatsoever. Buyer's undertaking as specified in this subsection shall extend and inure to the benefit of Seller and of Seller's successors at any time, as well as to Seller's personnel, representatives, managers, directors and officers. Nothing contained herein shall take effect to exclude or limit liability where liability may not be excluded or limited under applicable law, including, without limitation, for death, personal injury and fraudulent misrepresentations.

e) Any and all warranties, undertakings, guarantees, or assurances provided herein by Seller, are specifically limited to Buyer herein, and not imputed by Seller, whether directly or indirectly, expressly or impliedly, to any other person or entity, including any subsequent buyer or user, bailee, licensee, assignee, employee and agent of Buyer.

8. Default. Upon failure of Buyer to pay any amounts due to Seller, or in the event of any breach or anticipated breach by Buyer of any Contract with Seller, or if Buyer shall either (i) become insolvent, (ii) call a meeting of its creditors, or (iii) make any assignment for the benefit of creditors, or if (iv) a bankruptcy, insolvency, reorganization, receivership or reorganization proceeding shall be commenced by or against Buyer, then, in each such occasion, Seller may, at its sole discretion, opt to (1) cancel this and any other Contract with Buyer (without waiving any of Seller's rights to pursue any remedy against Buyer); (2) claim return of any Goods in the possession of Buyer, the title of which has not passed to Buyer, and enter Buyer's premises (or the premises of any associated company or agent where such Goods are located), without liability for trespass or any alleged damage, to retake possession of such Goods; (3) defer any shipment hereunder; (4) declare forthwith due and payable all outstanding bills of Buyer under this or any Contract; and/or (5) sell all or part of the undelivered Goods, without notice at public and/or on private sale, while Buyer shall be responsible for all costs and expenses of such sale and be liable to Seller for any shortfall in the discharge of the amounts due to Seller.

9. Independent Delivery. Each delivery of Goods shall (without prejudice to Seller's rights under clause 8 hereinabove) be considered a separate contract and the failure of any delivery shall not vitiate any contract as to deliveries of other Goods and payment thereof.

10. Cancellation. Orders manufactured in whole or in part, pursuant to Buyer's specifications, may not be cancelled except with Seller's prior written consent, on terms which will compensate Seller for any resulting losses.

11. No Assignment. No rights or obligations of Buyer arising out of this Contract may be assigned without the express prior written consent of Seller.

12. Force Majeure. Should Seller be prevented from effecting deliveries of the Goods or any of them by reason of either an act of god, insurrection, riot, war hostilities, terror attacks, warlike operations, piracy, arrests, restraints or detentions by any competent authority, strikes or combinations or lock-out of workmen, fire, floods, droughts, earthquakes, permanent or temporary delay or inability to obtain labor, material or services through Seller's usual and regular sources, or any other circumstances (whether of a nature similar to those specified, or not) beyond the absolute control of the Seller, then, in each such case, the obligation of the Seller to effect deliveries hereunder shall be suspended until after such prevention shall cease to continue. Should any deliveries under this Contract be suspended under this clause for more than 90 days – either party may withdraw from this Contract and be relieved from any liability; provided however, that Buyer shall nevertheless accept delivery and pay for such Goods once the Seller is able to deliver in accordance with the period(s) of shipment named in this Contract. Seller shall not be liable for, and be relieved from, any loss or damages of any kind resulting from the causes mentioned hereinabove.

13. Advice. Any provisions specified or implied by herein or elsewhere notwithstanding, any advice, recommendation, information, assistance or service provided by Seller in relation to the Goods or in respect of their use or application is given in good faith, shall be deemed accepted by Buyer without imputation of any liability to Seller, and it shall be the responsibility of Buyer to confirm the accuracy and reliability of the same in light of the use of which Buyer makes or intends to make of the Goods.

14. Entire Agreement. This Contract merges the entire terms and conditions for sale of the Goods. In the event of any conflict between the terms herein and any provisions included in the Approval of Order, the latter shall govern and prevail. Subject to the foregoing, nothing specified in, or referred to by, any other document, record or instrument whatsoever, which relates to and/or which otherwise subsists in connection with the sale of Goods herein, whether expressly or impliedly, including any written order, request or other standard or specific terms of any entity, shall or may be interpreted to attribute to Seller and/or to Seller's affiliates or representatives (i) any liability, obligation, commitment and/or undertaking, and/or (ii) any waiver in connection with or of any right, whether contractual, proprietary, in-personam and/or equitable, including but not limited to, any and all intellectual property rights in connection with the Goods, which are and shall always remain in the Seller's exclusive and complete ownership under all circumstances whatsoever, notwithstanding any sale of Goods hereunder and whether the Goods shall be standard Goods or manufactured to a specific order. No modification or waiver of any provision hereof shall become valid and effective except upon a written instrument duly signed beforehand by Seller. No waiver by either party of any default of the other party shall be deemed a waiver of any subsequent or other default. If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, the balance of this Contract shall continue in full force and effect without the provision.

15. Law and Arbitration. This Contract shall be governed by and construed in accordance with the laws of the state of Seller's incorporation. Any dispute arising out of or in connection with this Contract shall, if so determined by the Seller, be finally settled by arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce ("ICC"), as shall be in effect from time to time, and if so determined, the balance of this Section shall apply. The arbitration shall be held at such location in the state of Seller's incorporation as shall be determined by Seller, in its sole discretion. The arbitrator shall be mutually appointed by Seller and Buyer within 21 (twenty-one) days following a written demand for arbitration by either of the parties. Failing to reach an agreement regarding the nomination of an arbitrator, the head of the relevant ICC national committee (located in the Seller's country of incorporation; and absent such local committee in that specific country – the ICC UK Committee (www.iccuk.net)) shall appoint an arbitrator at the request of any of the parties, a copy of which request for the appointment of an arbitrator shall be provided by the requesting party to the other party. Awards may be enforced in accordance with the 1958 New York Convention and judgment may be entered upon any award in any court having jurisdiction over the parties and/or their assets. The arbitrator's fees shall be paid by both parties in equal parts unless otherwise determined by the arbitrator. This provision shall survive any termination of any of the terms and conditions herein and shall be deemed to constitute an independent arbitration agreement between Buyer and Seller for all purposes and intents.

Re: Purchase requisition for Arena FF&E

From Stout, Carleen <carleen.stout@cityofmobile.org>

Date Tue 11/18/2025 5:46 AM

To Sam Matheny <sam.matheny@volkert.com>; Bullard, Marilyn <marilyn.bullard@cityofmobile.org>

Marilyn - this is good to process!

Get [Outlook for iOS](#)

From: Sam Matheny <sam.matheny@volkert.com>

Sent: Monday, November 17, 2025 11:54:43 AM

To: Bullard, Marilyn <marilyn.bullard@cityofmobile.org>

Cc: Stout, Carleen <carleen.stout@cityofmobile.org>

Subject: Purchase requisition for Arena FF&E

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.

Marilyn,

Can you please put together a purchase requisition for the attached proposal from Athletica Sport Systems. See page 4 for the amount. This is being done under a Sourcwell agreement, also referenced on page 4, so it was not required to be bid out. It should be charged to the Munis FF&E project F201-001.

Let me know what else you need.

Thanks



Sam Matheny

Program Manager | [Volkert, Inc.](#)

11 N. Water Street, Suite 18290 | Mobile, AL 36602 | [volkert.com](#)

Cell: 864-245-1917

Athletica Sport Systems Inc.

Ice arena and sports facility products

#120320-ATH

Maturity Date: 1/8/2026

Website: athletica.com/sourcewell

Sourcewell
Awarded Contract

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

Products & Services

Buy Sourcewell

Documents

Contact Information

Products & Services

Sourcewell contract 120320-ATH gives access to the following types of goods and services:

- Dasher board system solutions
- Low E, dehumidification, & ice covers
- Containment netting
- Protective, multi-purpose sport, & rubber flooring
- Fixed, portable, & spectator seating, & benching
- Jet-Ice paint, logos, & ice marking
- Rigid, foam rink dividers, & protective padding
- Hockey goal frame, nets, pad, & supplies
- Rental skates, storage, & sharpening equipment
- Gym equipment & dividers
- Turf & indoor soccer systems
- Installation, service, & supplies

Additional information can be found on the vendor-provided, nongovernment website at: athletica.com/sourcewell

Buy Sourcewell

Login to unlock more contract features.

Username

Password

Log In

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[Setup Buy Sourcewell access](#)

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

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**Solicitation Number: 120320****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Athletica Sport Systems Inc., 554 Parkside Drive, Waterloo, ON CAN N2L-5Z4, for itself, and on behalf of its wholly-owned subsidiaries, Becker Arena Products, Inc., and Cascadia Sport Systems, Inc. (collectively, Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Ice Rink and Arena Equipment with Related Supplies and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires January 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
- b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

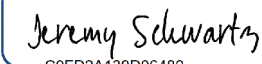
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

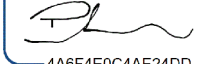
22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

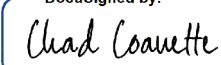
Sourcewell

DocuSigned by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Director of Operations &
 Procurement/CPO
 Date: 1/6/2021 | 1:42 PM CST

Athletica Sport Systems Inc.*

DocuSigned by:

 4A6F4E0C4AE24DD...
 By: _____
 Andrew McRae
 Title: CEO
 Date: 1/6/2021 | 1:48 PM EST

* for itself, and on behalf of its wholly-owned subsidiaries, Becker Arena Products, Inc., and Cascadia Sport Systems, Inc. (collectively, Vendor)

Approved:
 DocuSigned by:

 7E42B8F817A64CC...
 By: _____
 Chad Coauette
 Title: Executive Director/CEO
 Date: 1/6/2021 | 1:53 PM CST

RFP 120320 - Ice Rink and Arena Equipment with Related Supplies and Services

Vendor Details

Company Name: Athletica Sport Systems Inc.

Does your company conduct business under any other name? If yes, please state: Becker Arena Products Inc, and Cascadia Sport Systems Inc.

Address: 554 Parkside Drive
Waterloo, Ontario N2L 5Z4

Contact: Andrew McRae

Email: amcrae@athletica.com

Phone: 519-747-1856 235

Fax: 519-747-3659

HST#: FEIN - 980501127;

Submission Details

Created On: Tuesday November 17, 2020 13:11:41

Submitted On: Wednesday December 02, 2020 13:58:01

Submitted By: Andrew McRae

Email: amcrae@athletica.com

Transaction #: 91bf4b59-b57b-455d-bfc2-ef4cd53dbaf6

Submitter's IP Address: 72.138.60.146

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Athletica Sport Systems Inc., Becker Arena Products Inc., Cascadia Sport Systems Inc.	*
2	Proposer Address:	554 Parkside Drive, Waterloo ON CAN N2L-5Z4 720 Innovation Drive, Shakopee MN USA 55379 3012 Murray Street, Port Moody BC CAN V3X-1X2	*
3	Proposer website address:	athletica.com beckerarena.com cascadiasport.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Andrew McRae, CEO Athletica Sport Systems Inc. 554 Parkside Drive, Waterloo, ON CAN N2L-5Z4 (519) 747-1856 x 235	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jeff Brosz, GM Becker Arena Products Inc. 720 Innovation Drive, Shakopee, MN USA 55379 (952) 567-7728	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Reid Hart, Director of Sales Athletica Sport Systems Inc. 554 Parkside Drive, Waterloo, ON CAN N2L-5Z4 (519) 747-1856 x 260 Jonathan Wood, GM Cascadia Sport Systems Inc. 3012 Murray Street, Port Moody BC CAN V3X-1X2 (604) 461-5208 x 110	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Heritage products from all our legacy brands have seen our companies carve out and define a market for the Ice Industry and Dasher Board products that we offer. The Crystaplex Plastics company started off as material supplier, and reseller of Polymer and Acrylic products just after the second world war. With offices in Canada, the business was supplying clear shielding and white plastic for use in the onsite building of hockey rinks across North America. In the mid-1980s, Crystaplex Plastics created a Build On-Site kit that included all the lumber and components needed to create a Dasher Board set and this became the industry standard of the time. The on-site installation and building of these Dasher Boards was quite labour intensive and became a bottleneck to the completion of the arena construction. Crystaplex Plastics then innovated the use of prefabricated, demountable Dasher Boards, made of factory welded steel sections which had all the white polyethylene sheeting screwed to the facing and shipped to site for local assembly by a smaller	

crew. This innovation reduced the onsite installation time and shifted the industry to create a new product segment.

As first mover, Crystaplex Plastics was able to secure its position as market leader and product innovator as other firms began to copy the prefabricated strategy. Crystaplex Plastics determined that to be long term successful, they needed to have the highest quality staff providing the best customer service experience in the industry. In doing so – this allowed Crystaplex Plastics to create a separate company Crystaplex Arenas in 1988 and so the beginning of our legacy customer centric core values was established.

In 1999, Crystaplex Arenas was acquired by Athletica and held offices in both Ontario and Minnesota. During this period, in addition to servicing the community market, the company focused on the development of proprietary safety features and became the first Preferred Rink Equipment Supplier to the National Hockey League. Over the next 10 years, Crystaplex 590 Acrylic Shielding, GlassFlex, CheckFlex, and Soft Cap have each become the patented safety and flexibility standard in professional hockey. Currently, all 32 of 32 arenas in the NHL are using Athletica Products and the AHL is currently equipping their buildings with our Innovative and Safety compliant products.

Becker Arena Products was founded by Jim Becker in December of 1988. The company started as a distributor for Olympia Ice Resurfacers and Crystaplex Dasher boards and Arena Products. Becker began manufacturing the Signature Series dasher boards in 1994 and has focused on the community and private ice rink segment. As the NJPA and Sourcewell collaborative procurement contract holder, the business was acquired by Athletica Sport Systems in 2019.

Becker Arena Products continues to operate its community rink focus with a dynamic network of professionals including staff, subcontractors and vendors working together to provide resources, products and solutions for owners and operators in the ice rink industry. This group shares a sincere commitment including planning, teamwork, budget controls, meeting deadlines and following through on our promises. We are can-do people and we get most of our work from referrals. Creating a loyal customer who is happy with our products, process and customer service is our goal.

Cascadia Sport Systems was established in 1996 and serviced the lower mainland area of British Columbia in the gymnasium and ice arena market. With a customer centric strategy and single source solutions subcontract capability, the business quickly became known as an innovative specialty contractor providing competitively priced products and services. Cascadia was acquired by Athletica Sport Systems Inc in 2018.

Today, at Athletica Sport Systems, and through all our businesses, we believe in Safety through Innovation. Our philosophy has seen us become the world leader in the design, engineering, innovation and manufacture of dasher board systems. Our designs improve Player Safety, Fan Experience, and Reduce Owner Liability. As the Preferred Rink Equipment Supplier to the National Hockey League, the American Hockey League, and USA Hockey, Athletica Sport Systems works closely with each of the member Leagues to ensure new product enhancements such as our unique seamless acrylic shielding system, our patented Soft Cap® safety cap rail system and Glass Flex®, our flexible shielding system, are aligned with their current mandates, specifications and regulations.

Athletica Sport Systems has facilities in Canada, the USA, and a branch manufacturing facility in China. Our Manufacturing, Sales and Distribution center in Minneapolis Minnesota, Manufacturing, Sales and Distribution center in Waterloo Ontario, and Manufacturing, Sales and Distribution center in Vancouver BC allow us to cover North America as well as sales distribution around the world.

When it comes to excellence in all types of sport facilities, no other company comes close to Athletica Sport Systems. Whether we are enhancing the physical safety of players, reducing risk and liability for rink owners; improving ease of conversions, or maximizing the game experience for spectators - we bring it all to the game of hockey. With over 3,000 installations to our name, no company in the world builds or services more dasher board systems than Athletica Sport Systems, and nobody builds them better.

8	What are your company's expectations in the event of an award?	Our brand promise of Safety through Innovation has been our mantra, coupled with exceptional customer centric values, that has allowed us to serve the market with continued success. This in turn has given our business the enviable leadership position in our space, and along with this comes high expectations and continued responsibility to our clients. We are always looking to expand on the existing Sourcewell relationship that has been initiated through our acquisition of Becker Arena Products and to bring these best practice solutions to our client base in Canada and other markets across the US. We expect that our superior geographic coverage, along with our strategic footprint locations in the Clusters of Ontario, Minnesota, BC and the US Northeast to be of significant value to our clients and congruent with Sourcewell growth objectives. By Aligning our sales coverage with Sourcewell would also bring added authenticity to our offerings and offer lower cost of acquisition to our customers through the efficiency of collaborative procurement. We have found that many of our education and municipal clients are looking for the ability to hard specify our products, while also meeting the legal obligations of public procurement bids. This collaboration will allow us to work with our clients to create the lowest Total Cost of Ownership. The current lowest price at Bidding situation has resulted in longer term cost over runs and premature replacement. We are eager to work with our clients to create a safer and more durable environment.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Athletica Sport Systems Inc. has become the industry leader in service and product offerings as well as geographic coverage with the acquisition of Becker Arena Products and Cascadia Sport Systems. This has given our group a combined revenue of over US\$46M. Sourcewell and its membership can be confident in the financial strength of Athletica Sport Systems Inc, Becker Arena Products Inc, and Cascadia Sport Systems Inc. as our group is majority owned by Fulcrum Capital Partners, a private equity firm with multiple holdings. Included in the attachments are our combined 2019 financials as well as a copy of our recent D&B reports.	*
10	What is your US market share for the solutions that you are proposing?	As reported by the IIHF and supported by USA Hockey, there are 1800 indoor ice arenas in the USA with the concentration of these in several clusters across the country. The State of Minnesota is reported to have approximately 900 of these ice rinks, and the North East States, when taken as a group form the second largest cluster. The growth of Ice Sports in the sunshine regions of the US have followed the expansion of the National Hockey League in the States of Florida, Texas, Arizona, and California. To match this demand, our group is strategically located with a Manufacturing/Sales and Distribution office in the Minneapolis/St Paul area. We also have a dedicated Sales team located in the North East as well as the North West. With existing installs and our aftermarket services operation, we touch 85-90% of all indoor ice arenas across the country and have the capability to service the remaining 10-15% for complete coverage.	*
11	What is your Canadian market share for the solutions that you are proposing?	As reported by the IIHF and supported by Hockey Canada, there are 3500 indoor ice arenas in Canada with the concentration of these in several clusters across the country. The province of Ontario is home to over 1700 Ice Rinks and when clustered together, Quebec and the Eastern Provinces become the second cluster. Western Canada is home to the third cluster with a small presence in the far north - which is home to many small communities each with their own ice rink. With Manufacturing, Sales and Distribution offices in Waterloo Ontario, a joint venture Sales and Installation company in Quebec and Manufacturing, Sales and Distribution offices in metro Vancouver BC, our business is unmatched in National coverage and breadth of offerings. Our market share in this competitive and regionally focused business is over 60% where many of these facilities are Municipally owned and operated. Athletica also enjoys a very collaborative relationship with a number of First Nations tribes across Canada and has completed projects in many of these remote communities on all three coasts.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Not Applicable - as a Private Equity Owned, multinational corporation, registered in the Province of Ontario, Athletica Sport Systems Inc, each of our subsidiary businesses have never petitioned for Bankruptcy.	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Our companies are best described as (B) Manufacturer/Service Provider. This contract will be administered by Athletica, Becker and Cascadia Direct Sales resources that are employees of the respective companies. As we also use commissioned sales agents in the Northeast and Northwest US, some clients may have local contacts with these agents – however those leads are passed onto our company Direct Sales resources. All contracts will be direct with Athletica Sport Systems Inc., Becker Arena Products Inc., or Cascadia Sport Systems Inc. Each company is directly responsible for the branded products it represents. Direct Sales, Inside Sales, and our Service Teams are made up of company employees.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Athletica Sport Systems and Becker Arena Products are registered to conduct business in most US States and all of Canada. Where required by state law, we also hold additional State Contractor Licenses. Our installations are in general using local unionized labor supported by a Direct Employee Union Supervisor. In some facilities, it is possible to use the Arena Staff or other laborers, under the direction of our Direct Employee Union Supervisor – thereby offsetting the cost of installation. Becker Arena Products is a licensed business in 34 states where we are required to be licensed in, as well as Canada. We are licensed to do business where necessary and collect sales tax where necessary. We also hold contractor licenses in these states: AK, AL, AZ, CA, IA, MN, ND, NE, NM, NV, RI, UT, WY & WA.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There have been None for any of our business units.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Athletica Sport Systems Inc has been the Preferred Rink Equipment Supplier to the National Hockey League (NHL), the American Hockey League (AHL) and USA Hockey within the last 5 years. Becker Arena Products has received the following industry continuity awards supporting MIAMA 40 year Service Award Best Promoter of NJPA Award Governor's Meritorious Achievement Award for Safety Performance (MN) Becker Arena Products recognition from Ice Skating Institute (ISI) for being a 20 year member and Becker Arena Products founder Jim Becker has been recognized with a lifetime achievement award through his contributions to the ISI	*
17	What percentage of your sales are to the governmental sector in the past three years	Athletica - 30%, Becker 42%	*
18	What percentage of your sales are to the education sector in the past three years	Athletica - 15%, Becker 25%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Through the acquisition of Becker Arena Products, Athletica Sport Systems Inc is pleased to include a Sourcwell as our only cooperative purchasing contract. In the past 3 years, Sourcwell has benefitted our Becker Arena Products sales team with revenues of: 2020: \$2,567,941.00 2019: \$3,295,643.23 2018: \$1,577,965.56 Becker Arena Products has also held the Sourcwell and formerly NJPA collaborative procurement contracts since 2012. This contract was one a key part of the investment thesis in the acquisition of Becker Arena Products.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	No current GSA contracts. Becker Arena Products is a current member of the United States Department of Defense "E-gov" procurement program. Athletica Sport Systems Inc has also retailed components through third party resellers which have existing GSA contracts (Gopher Sport).	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Toronto, Ontario	Robyn Tuen	416-338-1700	*
City of Guelph, Ontario	Jean Starchuk	519-822-1260 x2759	*
City of Barrie, Ontario	Lisa Tuomi	705-739-4220 x4709	*
Centennial School District	Patrick Chaffey	763-792-6000	
West Des Moines	Shayne Ratclieff	515-440-4775	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Mercyhurst University	Education	Pennsylvania - PA	Dasher Boards & Accessories	\$640,000	\$819,432	*
Centennial School Dist	Education	Minnesota - MN	Dashers (2), Rubber Flooring & Accessories	\$782,000	\$820,000	*
City of Elk River	Government	Minnesota - MN	Dashers (2), Rubber Flooring & Accessories	\$1,000,000	\$1,564,656	*
Pingree School	Education	Massachusetts - MA	Rubber Flooring	\$343,000	\$669,746	*
City of West Des Moines	Government	Iowa - IA	Dashers (2), Rubber Flooring & Accessories	\$1,100,000	\$1,125,015	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Athletica Sport Systems Inc., Becker Arena Products Inc., and Cascadia Sport Systems Inc. each have a direct sales team that collaborates to offer the best support to all our client needs. We have the flexibility to either sell to a local client through a regional office or direct through preferred branch location utilizing a national sales support person where the client can oversee multiple locations with a single point of contact. Our outside sales teams are remotely dispatched and managed to meet with clients across North America in developing project scopes and offering consultative sales support. We have three Aftermarket Customer Service teams who work directly with the outside sales members to process real time orders and quotes. We utilize a mix of direct employees and commissioned sales representative to support the end users of our products.	*
24	Dealer network or other distribution methods.	In the North East US, Florida, and California, we also have relationships with local representatives that work collaboratively on projects. To best serve Sourcewell members, each of our contracts would be direct with Athletica, Becker or Cascadia and we would subcontract the local agent to assist with installations or services as required.	*
25	Service force.	Through the three businesses, we have over 30 Installers and Services technicians that are available for on-site service and repair operations, as well as our Sales team is fully versed as technical supervisors that can work with client staff and contractors.	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer Service is a core company value, and we reinforce our customer service principles into the daily practice of every associate. To accomplish this, each position has standards for customer service built into their job descriptor with annual performance measurements in place to drive excellence and consistency. This allows us to provide outstanding products and services to all our internal and external customers. Principles and Standards Athletica, Becker and Cascadia have developed these general customer service principles, and this is our brand promise to you; 1) We will listen to you, be courteous, and treat you with dignity and respect every time you contact us 2) We will actively see to understand your business needs in order to serve you right the first time and every time thereafter 3) We will deliver high quality products and services that meet or exceed your needs and expectations 4) We will respond in a timely manner to your concerns and inform you when we will get things done 5) When you call us, we will make every attempt to ensure that you talk to a real person, even if the person you are calling is not immediately available 6) We will work out solutions and alternatives that create "win-win" solutions with you 7) You will know whom to contact if you have a problem. We will listen to your problem find a solution, follow-through, and put corrective actions into place to eliminate the issue 8) We believe that "Bad News" does not age well and that we will take the initiative to identify problem situations up front and propose workable alternatives 9) We will acknowledge our mistakes, apologize, and do our best to eliminate the error to exceed your expectations in the future. Responsibilities In a successful organization, effective customer service is everyone's responsibility. It is incorporated into every individual performance plans and expectations. Managers and supervisors are responsible for assuring that their staff promotes excellent customer service, and that their organizations actively participate in the customer service program.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	With our main locations in Waterloo Ontario, Shakopee Minnesota, and Vancouver British Columbia - our businesses are uniquely positioned to cover ALL AREAS of the USA - including Alaska, and Hawaii.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	With our main locations in Waterloo Ontario, and Vancouver British Columbia - our businesses are uniquely positioned to cover ALL AREAS of Canada - including Yukon, Nunavut, the North West Territories and Quebec (in French as well as English).	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	*NO GEOGRAPHIC EXCEPTIONS* With our main locations in Waterloo Ontario, Shakopee Minnesota, and Vancouver British Columbia - our businesses are uniquely positioned to cover ALL AREAS of North America - including Alaska, Hawaii, and Quebec (in French as well as English).	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	*NO MEMBER SECTOR EXCEPTIONS* With our main locations in Waterloo Ontario, Shakopee Minnesota, and Vancouver British Columbia - our businesses are uniquely positioned to cover ALL BUSINESS SECTOR AREAS within North America. There are no other cooperative purchasing contracts or agreements in place.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Our businesses regularly conduct business and ship products to Alaska and Hawaii. There are no restrictions and we are able to offer all our products and services. Shipping and travel expenses will be assessed at appropriate and agreed rates for these states.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Brand awareness in any industry is critical to establish a successful cooperative contract and growing its use. As market leaders in our competitive Ice Arena market, Athletica Sport Systems, Becker Arena Products, and Cascadia Sport Systems are enthusiastically ready to drive this program forward. Considering our experience administering the Sourcewell Cooperative Procurement Contract through Becker Arena Products, this familiarity from more than 15 years of successfully working together, Athletica, Becker and Cascadia have benchmarked other successful Sourcewell vendors in preparing a forward-looking, multiple step tactical plan that leverages our existing wide-reach to create awareness of Sourcewell in the USA and to facilitate an expansion into the Canadian Ice Arena market. In anticipation of a contract Renewal Award – our team has already begun the collaborative training program of sharing best practice from Becker Arena Products through Athletica and Cascadia. In order to fully leverage the program, our internal people and process alignment needs to be in place prior to Day 1 post award. Our plan is to hold a kick-off sales conference – and including the Sourcewell Contract Manager to review the Sourcewell Renewal Award Contract with each of our teams and our success is predicated on following the steps outlined in the plan below. 1. Executive Sponsorship supporting a corporate level growth strategy is critical for any program to be successful. The Sourcewell Program is being driven from our Executive Team Sponsors – Andrew McRae, CEO and Patrick Westfall, CFO. Our executive commitment to our customer base has been embedded into each of our Business unit leaders – Reid Hart for Athletica Sport Systems Inc, Jeff Brosz for Becker Arena Products Inc, and Jonathan Wood for Cascadia Sport Systems Inc. We are constantly seeking opportunities to strengthen our national partner relationships in both Canada and the USA. We view executive alignment as mission critical for any successful contract strategy. 2. Our internal Sourcewell Contract Management team will continue to conduct quarterly business reviews with our executive leadership where usage statistics, product segments, and growth/adoption trends are reviewed and opportunities for next period are discussed. 3. Sales Team Training. A review of the Sourcewell Membership directory and first point of contact with our company is typically competed by their dedicated account managers and our order desk associates. Our account managers need to understand the scope and benefits of the Sourcewell agreement and know how to create value for our clients through these programs. Additionally, our account teams then propagate the value of the Sourcewell agreement to non-members helping to drive increased adoption, participation and contract growth. 4. Member Transition. Upon the award, we will seamlessly transition existing accounts and Members using the current contract to the new contract. Once this is in place, we can add Members to this contract by linking them in our business system to the contract within 3 business days of request. 5. Agreement Transition Plan. We anticipate adding a simple contract landing page that will be ready to go live on Day 1. Products details and updated pricing will be available and in place. We will also collaborate with Sourcewell marketing to create email awareness campaigns to explain how to make the transition seamless for the Sourcewell membership. 6. Monthly Email / Constant Contact. Our businesses through each of our Branded Sites, produces and distributes specific email announcements monthly to approximately 4,000 customers. Emails have been designed to highlight rotating topics for which the benefits of the Sourcewell program will be highlighted to Members – and more importantly to Non-Members. Please see samples email we recently sent out included in our marketing materials document uploads. 7. Sourcewell Branding Logo – Website Cross Link. Sourcewell branding logo will be added to our Branded Website and will direct customers to the Sourcewell landing page as well as a link back to https://www.sourcewell-mn.gov/ 8. Social Media. Our marketing team has many advanced tactics to reach Sourcewell customers through our social media channels on Facebook, Twitter, Instagram, and LinkedIn with many targeted followers in the US and Canada. 9. Trade Shows / Industry Associations. As a market influencer, our businesses regularly attend Trade Shows and Conferences whereby we market the Sourcewell relationship to each visitor to our booth. We have been able to secure many new customers through this process and the explaining the efficiency and positive benefits of collaborative procurement has been a value extender for our client base.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Using metadata and use statistics from our Branded websites - Athletica, Becker and Cascadia have established a presence unlike any other in the industry. Coupled with the strategic use of our social media channels, we are able to create seasonal offerings that make a difference in the Ice Arena Market based on the upcoming milestone in a typical Ice season. Summer facility maintenance, Preparation, Making Ice, operational spares and support, multiple event conversion equipment, tournament preparation and local association training supplies, though to Ice Out and completing the seasonal shut downs. Each of these events are discussed with our clients and we have used technology to help us understand this Ice Arena Lifecycle. We are mindful that this Sourcewell program will assist us in driving some best practices with our clients and assisting that relationship between procurement an operations at the Arena level.

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Judging from the year over year growth of the Sourcewell Collaborative Procurement Systems, there is a clear best practice at promotion and creating value within member organizations that extends well beyond this current bidding process. With the previous Sourcewell and NJPA contacts with Becker Arena Products, spend at our business within this category has also seen a marked growth year over year and we are very interested in expanding this program in other geographies. With over 50,000 member organizations, we understand that this bid is focused on a niche member segment and we are pleased to have serviced over 450 different members thus far – and hope to continue to introduce ourselves to Sourcewell Members we have yet to meet. With an understanding and repeated awards of this contract through our Becker Arena Products business, we are hoping that Sourcewell continue its exception promotion programs and issue a Renewal Award Announcement and to support our MARCOM efforts in promoting the program through continued access to Sourcewell branded MARCOM information in formats we can use in our Media Strategy. On the Renewal Announcement, we would issue a Press Release in both Canada and the US naming each of our business units and promoting the Sourcewell Partnership. We would also send a broadcast mailing to our clients which includes over 4000 Targeted municipal and private clients across North America through our use of Constant Contact. We would also refresh our existing MARCOM materials and distribute through our bi-weekly announcements, publish to our Websites in our monthly blogs and also issue specific Sourcewell Branded adverts within the industry periodicals where we currently advertise.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our product offerings require some degree of consultative selling and so we have not offered an E-Procurement program. We do however have a simple catalogue ordering process where Sourcewell members can select the required products and create a quick web-inquiry through our website.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Becker Arena Products, Inc. offers training through local and national trade shows and seminars. We offer an ice painting training class at ISI (Ice Skating Institute). We are also asked to speak, as an industry expert, at different seminars in the ice rink industry. With every installation, we offer training to arena operations and management staff with our Installation Supervisors. Additionally, our local Sales Representatives are fully trained in the operational characteristics of our products. We have completed training classes as part of local trade shows, Amateur Hockey associations and major industry conferences. Our products also come with telephone support as well as published Operations and Maintenance manuals.	*

37	Describe any technological advances that your proposed products or services offer.	With the Crystaplex legacy branded products, Athletica has become one of the most technologically advanced Dasher Board manufacturers in the industry. Through the development of CheckFlex, GlassFlex, Crystaplex 590 Acrylic, Seamless Acrylic polycarbonate divider sleeves, Curved Terminations, ClearVision Polycarbonate shielding support and SoftCap - these patented innovations have greatly reduced the severity and occurrence of injuries in competitive hockey. Athletica as a core competency continues to innovate a develop new product technologies to facilitate training of youth hockey players through our Border Patrol and Optimizer rink divider products. Other replicators have tried to pirate and copy our products, however, Athletica has invested significant time and resources into these products and have the only NHL approved features that can be used in professional hockey arenas. The exclusive BAP Modular Rental Skate Storage System was developed by Becker Arena Products and has solved many skate storage problems for ice rinks around the country. Ultimate Vinyl ice marking products were developed by Becker Arena Products and have changed the way ice rinks put in the line markings and other markings in a sheet of ice. Becker Arena Products is the exclusive distributor in the United States for the MS2600 electric Desiccant Dehumidifier which is the only small electric desiccant unit designed for the ice rink market today. Becker Arena Products is the exclusive distributor of the IceTec 8 ice depth measuring tool for the entire worldwide distribution of the ice tool. This tool is the only electronic tool designed to take ice thickness measurements in an ice rink.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We have been a strategic participant and supplier to the National Hockey League's Green Initiative targeted at facility operators and arena owners globally. We have also participated in community equipment drives where Hockey Equipment is donated by local organizations and then refurbished and distributed to communities in need to reduce the barriers to play. We are able to offer rebate programs for existing Dasher Board components returned as part of an upgrade project, which are then refurbished and resold through our RinkEquipmentResource.com resale site. This Cradle to Grave re-use program is also supported by Becker Arena Products, utilizing recycled plastic lumber in our benching and bleacher products and recycled rubber flooring. As an organization we recycle our paper products as well as our steel, aluminum and polyethylene offcuts and drops. In turn, this reduces the carbon footprint of the ice hockey industry and reduces landfilling of products considered obsolete by some communities.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	This is best illustrated through our Repurposed equipment site https://rinkequipmentresource.com/ . Through this channel we are able to offer resale and refurbished equipment to private and cost sensitive municipal customers. We are also able to provide LEED compliance to project specific requirements.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Our product offerings meet stringent requirements for the National Hockey League, American Hockey League, and USA Hockey requirements. Our testing and certification programs are unequalled in the industry. We also regularly work with Architects, Engineers, and local regulating agencies to influence industry safety specifications and end user product developments improving Player Safety and reducing Owner Liability. Through the Sourcewell Program, we are able to offer multiple products to meet any specification and price point. This allows municipal and education buyers to receive the best cost - and highest value on our safety feature rich Elite Competitive Dasher Boards as well as our community arena products which offer great performance characteristics at a more economical price point. We have positioned our business to offer one stop full accountability for products, installation, and service. We offer the largest selection and the greatest coverage in the industry.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Our warranties cover all products manufactured by Athletica, Becker and Cascadia - supplied and installed for a noted project against defects in materials and workmanship, under normal use, for a period of 1 (one) year from the completion of Installation. For resale products - the manufacturers warranty will be extended to the purchaser. Upon project completion, a Warranty Certificate is issued to the End User Client.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty Exclusions are related to wear parts and other consumable items. 1) Glass / Acrylic breakage is specifically excluded from the above warranty 2) Regular maintenance items per maintenance manual 3) Damage to the dasher board system due to defects in the workmanship of other trades (i.e. concrete heaving or settling) 4) Unapproved anchoring methods 5) Damage due to abuse, negligence or uses other than their intended application 6) Unapproved or improper reinstallation of dasher boards and shielding 7) Unapproved alterations or modifications to the system without prior approval, guidance or review by our Business Units	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Warranty coverage includes all costs for remediation of materials and workmanship.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Warranty coverage is for all regions in the US and Canada. With local offices across the continent, we are able to send a local technician to provide Warranty parts, services and repairs.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	For products manufactured by Athletica Sport Systems Inc, Becker Arena Products, and Cascadia Sport Systems Inc, we are able to offer a typical 12 month manufacturers warranty as outlined in the Appendicies	*
47	What are your proposed exchange and return programs and policies?	Return Policy Prior approval is required on all returns. All returned merchandise must be new and unused, and in saleable condition, preferably in the original packaging. Return shipping costs are the responsibility of the buyer. All returns are subject to a minimum 15% restocking and handling fee. Athletica Sport Systems, Becker Arena Products and Cascadia Sport Systems reserve the right to refuse the return of merchandise if our return policy and procedures are not followed. In the case of defective merchandise, contact Athletica, Becker or Cascadia. to arrange return and/or replacement. Custom ordered / manufactured items shall be approved for manufacture by the buyer before construction and are not returnable. Damaged Merchandise When a shipment is received please inspect for damage immediately. If there is damage to the package, make notation of same on carrier paperwork before you take possession of the shipment at your premises. Athletica Sport Systems, Becker Arena Products or Cascadia Sport Systems are not responsible for damage or loss in transit. All freight claims must be filed with the delivering carrier. Notification of shortages or damages must be made within five (5) days of delivery. Do not return damaged merchandise without contacting Athletica Sport Systems first.	*
48	Describe any service contract options for the items included in your proposal.	Ongoing service, inspection, and repair contracts are available and we have for instance contracted with some municipalities to complete a service contract for all their arenas.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	For our sale contracts, which have a high degree of customization, Athletica, Becker and Cascadia have approached this topic with flexibility, and we offer flexible terms depending on the size and scope of the project as dictated by the Client. For Arena Services Orders (Components) 1) Net30 Terms 2) As negotiated at time of order, consistent with local municipal procurement rules. For Arena Services Orders (Projects with Labor) Typically one of the following 1) 1% Discount, Cash in Advance 2) 45% Deposit, 45% on Shipment, 10% on Completion 3) As negotiated at time of order, consistent with local municipal procurement rules. For Dasher and Replacement Project contracts, 1) 1% Discount, Cash in Advance 2) 45% Deposit, 45% on Shipment, 10% on Completion 3) AIA Construction Progress Billing Terms 4) CCDC Construction Progress Billing Terms 5) As negotiated at time of order, consistent with local municipal procurement rules.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Becker Arena Products has offered Financing/Leasing options through third parties. Contracts with National Cooperative Leasing have been executed in the past and we maintain relationships with many firms in this area. Any fees or incremental costs for leasing are not covered under this proposal and would be an incremental fee to the client.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	There are several Procurement Processes and streams that we make available to Sourcewell Members. 1) A client would contact one of our regional sales agents directly with either an email to a telephone call. This would initiate the inquiry into our system. 2) A client could call one of our regional offices, via telephone, email, or website inquiry to review their requirements In response, our customer services order desk will then contact the client and guide them through the specification and quotation process. Once quotation has been accepted and all contract terms have been confirmed, an order confirmation will be made to the client and the supply process will commence. As our businesses are on a common EPICOR platform, we store and maintain a Sourcewell Membership directory – which since inception or the first contract in 2012, we have sold to over 450 member locations. This customer attribute also facilitates the quarterly sales reporting and service fee payments to Sourcewell. Members will also enjoy the discounted pricing as this pricing structure is uploaded into the business system and allocated to each of the Sourcewell Member accounts. This continuity guarantees that once a customer has been allocated as a Sourcewell Member, they will continue to receive the preferred contract pricing throughout the life of the program.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We are able to accept Credit Card Purchases (maximum \$3,000 transaction value - or additional fees may apply) and can add payment p-card options for clients that reach a critical sales level.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	With the varied project scopes for Dasher Boards, we have included a detailed price breakdown for each option. By tabulating the quantity of unit cost of each item, the total proposal cost can be generated. A 5% discount from the price is offered at the time of quotation and will be included in the order. Details of pricing for Catalogue items are included in the attachments and are shown as Market MSRP and Sourcwell MSRP. The Sourcwell MSRP is a net price shown with Discount included.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We have included a typical 5% discount on the MSRP of all our Catalogue prices. Each member will receive a quotation that includes this discount as a net price proposal and is shown on the price list. We have also included a discount on feature and option pricing for dasher board projects which range from 3% to 7% (which is consistent with our Public Procurement and Volume Discount Best Cost Pricing Strategy).	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	We have included standard discounts and volume rebates to create the best cost procurement options under the Sourcwell Member Price List. We are not able to offer incremental discounts - though we will work with Sourcwell Members to minimize costs and optimize efficient project deliveries. These savings will be passed directly to the client.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Athletica Sport Systems, Becker Arena Products, and Cascadia Sport Systems will provide as many quotes for sourced products or services as a Sourcwell Member may reasonably require. These items will be supplied on an as quoted basis.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Product, Shipping, Installation and Commissioning and Training charges are included in all our Project Bid offerings. The only exceptions are return freight and restocking charges. For Catalogue (ASO) items, freight, shipping and delivery charges are extra to order and quoted at time of order/shipment.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is charged between the factory origination and Sourcwell Member destination locations, and factors including product specifics (weights and dimensions).	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	In general, all delivery, locations are handled the same. On general ice rink accessories, all shipments are shipped F.O.B., stock location. Shipping costs are additional unless otherwise specified. Notification of damages or shortages must be made within 48 hours of delivery. Athletica Sport Systems, Becker Arena Products, or Cascadia Sport Systems are not responsible for damage or loss in transit. All freight claims must be filed with the delivery carrier. Customized items shall be approved by the purchaser prior to shipping and are not returnable. All returned items are at the customer's expense.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Athletica Sport Systems, Becker Arena Products and Cascadia Sport Systems occasionally delivers its own products locally (using a company vehicle) but typically we would use common shipping services.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We are pleased to pool demand for public procurement programs and offer preferred pricing in-line with our competitive and best cost pricing strategies.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	With over 11 years working with Sourcwell (and NJPA), Becker Arena Products has developed a robust reporting program for administration of this program. We intend to continue this best practice self reporting and adding in clients with Athletica and Cascadia as well. Since each of our business all operate on the same EPICOR business system, we anticipate a seamless experience for Clients as well as a robust and transparent program with Sourcwell. Each of our Sourcwell clients are identified An example of this reporting template has been included in the appendices.
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We are pleased to be able to pass a 2% administration fee for sales under the Sourcwell Contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Our products across the three business, are positioned for different segments and we have a single offering for each product category. 1) Crystaplex 6A - Elite: for professional and competitive Ice Hockey - includes many Safety and Conversion features 2) ProSeries - Premium Community: Mechanically Fastened Anodized Aluminum. esthetically elegant and clean design matches other architectural finishes. Safety upgrades available. 3) Infinity – Elite level Indoor multiuse full-framed dashers. Typically used in MAC courts for student centers in the Educational Segment 4) BAP Signature 6.0 – Community focused welded steel framed dasher boards. Designed for durable long-term installations in single purpose arenas. 5) BAP Outdoor 4.0 – Outdoor design for year-round, multi-season use. 6) CAS1500 Series – Skating Rail and custom ice barrier. For use on Indoor and Outdoor seasonal skating rinks. Easily customizable and each unit is custom built. 7) CAS3900 Series – An elegant Barrier System for use in multi-purpose sport facilities and ideal for indoor soccer fields. 8) CAS8000 Series – Best cost system welded steel framed dasher boards for budget sensitive installations 9) Skate Racks and Rentals skates, player and spectator seating, benching and coat hooks/locker room components and rubber flooring for use throughout the facility 10) Spectator netting and Low-Emissivity ceilings 11) ArenaDeck ice covers 12) Scoreboards and dasher board advertising programs 13) Full compliment of Catalogue items to support the ongoing Ice Arena operations team with Parts, Tools and Consumables used year-round. 14) Skating aids and on-ice training hockey components supporting Developmental programs. 15) Ice Edger, Ice Paint and Painting supplies, in-ice logos and water treatment products 16) Dehumidification equipment 17) Resurfacer components and replacement parts 18) Used and Refurbished equipment 19) Installation, Inspection and Maintenance Services
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our category descriptions would be as follows Dasher Boards for Ice Arenas - Elite/Competitive Level - Community Level - Best Cost Level Dasher Boards for Sport - Indoor Soccer and MAC Courts Locker Room and Supporting Products - Benches, Coathooks, Storage Lockers, Skate and Stick Racks ASO - Arena Services Catalog Items - Ice Making equipment and supplies - Parts and Maintenance equipment - Operational Spares

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Ice resurfacers and edgers	☒ Yes ☐ No	We offer edgers from many manufacturers as part of our catalogue sales. We also offer refurbished resurfacers through our Rink Equipment Resource program.	*
67	Dasher boards and rink dividers	☒ Yes ☐ No	We offer the Border Patrol Foam Dividers and the Optimizer Rink Divider that is also the Preferred Rink Divider of USA Hockey.	*
68	Ice rink and arena equipment and supplies	☒ Yes ☐ No	We have a comprehensive catalogue offering of Ice Rink supplies and equipment. This has been added to the products upload page for review.	*
69	Ice rink and arena structural or mechanical equipment (HVAC, etc.)	☒ Yes ☐ No	We resell many mechanical component and have been a distributor of Dehumidification and Water Treatment Systems.	*
70	Ice rink and arena related services	☒ Yes ☐ No	We offer Ice Painting and other maintenance services - specific to Dasher Boards and general contract maintenance.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	As our businesses are on a common EPICOR platform, we store and maintain a Sourcwell Membership directory – which since inception or the first contract in 2012, we have sold to over 450 member locations. This customer attribute also facilitates the quarterly sales reporting and service fee payments to Sourcwell. Members will also enjoy the discounted pricing as this pricing structure is uploaded into the business system and allocated to each of the Sourcwell Member accounts. This continuity guarantees that once a customer has been allocated as a Sourcwell Member, they will continue to receive the preferred contract pricing throughout the life of the program. With over 11 years working with Sourcwell our company has developed a robust reporting discipline for administration of this program. We intend to continue this best practice self reporting and adding in clients with Athletica and Cascadia as well. Since each of our business all operate on the same EPICOR business system, we anticipate a seamless experience for Clients as well as a robust and transparent program with Sourcwell. An example of this reporting template has been included in the appendices.	*
72	Describe how your proposed equipment, products, or services impact the indoor air quality of an ice rink or arena.	Dasher boards and components are essentially Air Quality Neutral. Therefore, there is no impact to this area.	*
73	Describe how your proposed equipment, products, or services comply with any applicable environmental regulations.	With our corporate social responsibility focus - Athletica, Becker and Cascadia have taken old dasher systems and offered credits where the product can be repurposed in another facility.	*
74	Describe your product attributes and advancements in regard to product safety, longevity and lifecycle costs.	The durability of our Dasher Board products is completely dependent on the nature of the facility and how the space is used. The typical lifecycle would be in the order of 10-15 years for a community arena and generally matches the lifecycle of the refrigerated floor. Safety through Innovation is the Athletica Sport Systems Inc. brand promise, following on the values of innovation and development of the Crystaplex Arena product features, Athletica has continued to develop new products and technology to reduce the severity and occurrence of injuries and to also make the product simpler to change for multi-use arenas. We continue to develop new products such as the Sled Hockey on-ice bench area. This creates a much more elegant play experience for Sled Hockey. Athletica has also partnered with Covestro, and the Pittsburgh Penguins to develop a flexible facing dasher board that absorbs impact energy again with the objective of improving player safety.	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - Financial Statements - Sourcewell Bid 2020.pdf - Tuesday December 01, 2020 12:04:07
 - [Marketing Plan/Samples](#) - Marketing Data (Product, Catalogue, Sourcewell Reporting).pdf - Tuesday December 01, 2020 14:01:56
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Product Warranty Information.pdf - Wednesday December 02, 2020 09:56:56
 - [Pricing](#) - Master Sourcewell Excel Price List (ATH, BAP, CAS) - December 2020.pdf - Wednesday December 02, 2020 13:50:13
 - [Additional Document](#) - ATH, BAP, CAS Capabilities.pdf - Wednesday December 02, 2020 13:47:00

Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Andrew McRae, Chief Executive Officer, Athletica Sport Systems Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Ice Rink and Arena Equipment with Related Supplies and Services_RFP_120320 Mon November 23 2020 10:19 AM	☒	1

**AMENDMENT #1
TO
CONTRACT #120320-ATH**

THIS AMENDMENT is by and between **Sourcewell** and **Athletica Sport Systems Inc. (for itself and on behalf of its wholly owned subsidiaries, Becker Arena Products, Inc., and Cascadia Sport Systems, Inc.)** (collectively, Vendor).

Sourcewell awarded a contract to Vendor to provide Ice Rink and Arena Equipment with Related Supplies and Services to Sourcewell and its Participating Entities, effective January 6, 2021, through January 8, 2025 (Contract).

The parties wish to amend the following terms within the Contract.

1. This Amendment is effective upon the date of the last signature below.
2. Section 18. Insurance—Subsection A. Requirements— Item 5. Professional/Technical, Errors and Omissions and/or Miscellaneous Professional Liability, of the Original Agreement, is deleted in its entirety.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
By: **Jeremy Schwartz**
Jeremy Schwartz, Chief Procurement Officer

Date: 6/21/2021 | 8:56 AM CDT

Approved:

DocuSigned by:
By: **Chad Coquette**
Chad Coquette, Executive Director/CEO

Date: 6/21/2021 | 9:06 AM CDT

Athletica Sport Systems Inc.

DocuSigned by:
By: **Andrew Wende**
Andrew Wende

Title: CEO

Date: 6/21/2021 | 9:35 AM EDT



CONTRACT EXTENSION

Contract Number: 120320-ATH

Sourcewell	and	Athletica Sport Systems Inc.
202 12th Street Northeast		17200 Medina Road Suite 600
P.O. Box 219		
Staples, MN 56479		Minneapolis, Minnesota 55447
(Sourcewell)		(Vendor)

have entered into Contract Number: 120320-ATH
for the procurement of: Ice Rink and Arena Equipment with Related Supplies and Services

The Contract has an expiration date of 2025-01-08 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-01-08 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

DocuSigned by:

C0FD2A139D06489

Authorized Signature

Jeremy Schwartz

Name

Chief Operating and Procurement Officer

Title

3/29/2024 | 8:58 AM CDT

Date

DocuSigned by:

4A6F4E0C4AE24DD

Authorized Signature

Andrew McRae

Name

CEO

Title

4/1/2024 | 9:38 AM EDT

Date

Athletica Sport Systems #120320-ATH

Pricing for contract #120320-ATH is provided at an average of 5% off to Sourcewell participating agencies.

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 30, 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 3 Pierce Enforcer fire pumper trucks, with 100% pre-payment discount and trade in of 3 City ambulances and 2 City fire pumper trucks.

Amount of Contract:

\$2,850,611.00

Funding Source

General fund.

ATTACHMENTS:

1. 20251211 EEP Agenda Package POs

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 16 December 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 3 Pierce Enforcer fire pumper trucks, with 100% pre-payment discount and trade in of 3 City ambulances and 2 City fire pumper trucks. General fund,

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$2,850,611.00

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: HGAC cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor 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>5363</u>	2026	(1510) FIRE ADMINISTRATION	THREE PIERCE ENFORCER FIRE PUMPER TRUCKS WITH 100% PRE-PAYMENT DISCOUNT AND TRADE-IN OF THREE CITY AMBULANCES AND TWO CITY E-ONE FIRE PUMPER TRUCKS FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$2,850,611.00	(294963) <u>EMERGENCY EQUIPMENT PROFESSIONAL, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005363-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45040. Review: Buyer: Status: Released
--	--

Page 2

Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD
--	---

MOBILE, AL 36607

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

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/10/25	294963				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 3160368.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.45040.		
	3160368.00	1407740.00
FIRE ADMINISTRATION EXP	FLEET VEHICLES	

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

Activity	Date	Clerk	Comment
Approved	12/10/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	12/10/25	SHONNDA SMITH	
Approved	12/10/25	CHERI BOUCHER	Auto approved by: 910518244
Queued	12/10/25	DONALD ROSE	Auto approved by: 910518244
Queued	12/10/25	SANDRA LEWIS	Auto approved by: 910518244
Queued	12/10/25	STEVEN KRONINGER	Auto approved by: 910518244
Queued	12/10/25	SAMANTHA COOLEY	Auto approved by: 910518244
Queued	12/10/25	JAMES NEESE	Auto approved by: 910518244
Queued	12/10/25	PATRICIA KENNEDY-JONES	Auto approved by: 910518244
Queued	12/10/25	REBECCA CRUMPLER	Auto approved by: 910518244
Queued	12/10/25	ANNE FOLEY	Auto approved by: 910518244
Queued	12/10/25	JOHN PAINE	Auto approved by: 910518244

Authorized By: _____ Date: _____
 Signature



Equipment Proposal

Proposal # 1175

This Equipment Proposal (the "Proposal") has been prepared by Emergency Equipment Professionals, Inc. ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Proposal Date: November 23, 2025

Customer: City of Mobile, AL

Customer Address: 205 Government Street Mobile, AL

Qty	Product Description & Options	Price
3	2028 Pierce Enforcer Pumpers (Per Truck \$1,053,456.00)	\$ 3,160,368.00
3	Extended Warranty 5-Year Custom Chassis Included	
	100% Pre-Payment Discount (Due by January 31, 2026) (Per Truck \$81,919.00)	(\$ 245,757.00)
3	Trade-In 3 Rescue/Ambulances (VIN: 1FDUF4GT7JEB84974, 1FDUF4GT8JEC13463, 1FDUF4GT9HEE06764)	(\$ 24,000.00)
1	Trade-In 2010 E-One Pumper Engine 55 (VIN: 4EN6AAA80A1006247)	(\$ 20,000.00)
1	Trade-In 2010 E-One Pumper Engine 56 (VIN: 4EN6AAA84A1006249)	(\$ 20,000.00)
	HGAC Contract FS12-23	
Total:		\$ 2,850,611.00

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 24 (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: Delivery to be made to the City of Mobile Fleet Department

Unless accepted within 30 days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: City of Mobile, AL

Emergency Equipment Professionals, Inc.

By: _____

By: Douglas O. Akin

Title: _____

Title: Authorized Sales Representative

Print: _____

Print: Douglas O. Akin

Date: _____

Date: 11/25/2025



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

FS12-23

Date
Prepared:

11/17/2025

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	City of Mobile, AL	Contractor:	Emergency Equipemnt Professionals
Contact Person:	John Paine	Prepared By:	Tucker Kuntz
Phone:	251-208-7434	Phone:	662-280-4729
Fax:	251-208-7430	Fax:	661-342-7251
Email:	paine@cityofmobile.org	Email:	tkuntz@eeproinc.com

Product Description	23P-105	November 2025 Pricing	Enforcer 750 Tank, 1500 pump 1023
---------------------	---------	-----------------------	-----------------------------------

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	\$974,002.00
--	--------------

B. Published Options - Itemize below - Attach additional sheet(s) if necessary.

(Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
200 - Additional Air Tanks	\$574.00	279 - Handrail with LED Lighting Cab or body per 2 (qty 4)	\$1,696.00
230 - 75 gallon fuel tank	\$2,185.00	326 - Spare 12 volt power (each) (qty 4)	\$892.00
241 - Add Extended Bumper	\$3,440.00	369 - Camera System Rear	\$1,294.00
243 - Bumper tray with cover	\$1,426.00	387 - Kussmaul Charger	\$2,729.00
251 - Line-X Type Bumper Coating front or rear	\$906.00	Subtotal From Additional Sheet(s):	
271 - Electric Windows	\$3,119.00	Subtotal B:	\$134,448.00

C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary.

(Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractors's proposal.)

Description	Cost	Description	Cost
Custom Map Box	\$1,300.00		
Reduce Water Tank from 750 gal to 500 gal	-\$3,000.00	Subtotal From Additional Sheet(s):	
		Subtotal C:	-\$1,700.00

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0%
---	---	----

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	3	X Subtotal of A + B + C:	\$1,106,750.00	=	Subtotal D:	\$3,320,250.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	\$2,000.00
--	-------------	------------

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Multiple Unit Discount (3 Units)	-\$161,882.00	Trade-In (2 E-One Pumpers, Engine 55 & 56)	-\$40,000.00
Prepay Discount (3 Units)	-\$245,757.00	Trade-In (3 Ambulances)	-\$24,000.00
		Subtotal F:	-\$471,639.00

Delivery Date:	November 2027	G. Total Purchase Price (D+E+F):	\$2,850,611.00
----------------	---------------	----------------------------------	----------------

Respondent: Pierce				
Code or Part No.	Quantity	Option Description	November 2025 Published Pricing	Customization
162	1	upgrade to 27,000# rear axle	\$7,996.00	
258	1	Extended Cab	\$8,163.00	
389	1	Kussmaul Pump plus	\$3,979.00	
397	1	Auto-eject 20 amp	\$979.00	
420	2	12 volt LED Scene - A	\$3,854.00	
421	5	12 volt LED Scene - B	\$10,980.00	
484	1	Tail Board Upgrade Package	\$3,054.00	
447	1	Add Right High Side Compartments	\$5,769.00	
591	1	Ladder Storage next to tank	\$9,986.00	
541	2	trough - hard suction (each)	\$4,882.00	
542	2	hard suction hose (each)	\$3,640.00	
521	1	Swing-out tool board	\$3,501.00	
533	2	Compartment Partition	\$1,110.00	
610	1	Increase Pump from 1250 to 1500 gpm	\$9,084.00	
619	1	add pump anodes (pair)	\$534.00	
620	1	add 2.5" suction inlet	\$2,178.00	
626	1	1.5" discharge	\$3,327.00	
627	1	2.5" Discharge	\$4,598.00	
631	1	1.5" discharge front bumper	\$3,378.00	
635	1	Extenda-gun	\$9,518.00	
652	1	Hose Reel, above pump w/ 150' Hose	\$5,513.00	
655	1	Akron 3096-95 gpm Single Agent System	\$10,164.00	
			\$0.00	
		Base Bid	\$974,002.00	
		Published Options	\$116,187.00	
		Total Published Options	\$1,090,189.00	
		Unpublished Options	\$0.00	0%
		Total Options w/o HGAC Fee	\$1,090,189.00	

Fire Apparatus and Related Vehicles

Contract Information

Contract Number

FS12-23

Effective Dates

12/01/2023 - 11/30/2027

Contract Details

These contracts cover a variety of manufacturers, and include all types of apparatus such as aerials, pumpers, tankers, heavy rescues, airport crash, hazmat, command and specialty.

[View Contacts](#)[View Documents](#)[Return to Products & Services](#)

All Products



Description	Code	Manufacturer	Price	Discount
aluminum flatbed, aluminum compartments, 800 gallon tank, Diesel 300 gpm pump. Emergency lighting package.	TB20	Nevada Pacific Services, Inc.		0%

Product Information

Product Description

Enforcer Pumper 750 tank, 1500 pump 1023

Manufacturer

Pierce

Product Code

23P-105

Contract

FS12-23 Fire Apparatus and Related Vehicles

Contract Category

General Purpose, Emergency & Autonomous Vehicles

Price

\$1,025,265.00

Discount

5%

Keyword(s)

Enforcer Pumper 750 tank

View Catalog (/media/hgacbuy/catalogs/FS12-23/Siddons-Martin-Emergency-C

Suppliers Offering This Product

Siddons-Martin Emergency Group, LLC

Jeff Doran

jdoran@siddons-martin.com (mailto:jdoran@siddons-martin.com)

Phone: 1-800-784-6806

Fax: 281-442-0850

View Authorized Dealers (/authorized-dealers?contractid=132&vendorid=123)

Siddons-Martin Emergency Group, LLC

Jeff A. Doran

jdoran@siddons-martin.com (mailto:jdoran@siddons-martin.com)

Phone: 1-800-784-6806

Fax:

[View Authorized Dealers \(/authorized-dealers?contractid=132&vendorid=123\)](/authorized-dealers?contractid=132&vendorid=123)

Contact HGACBuy

Joshua Cadoree

Joshua.Cadoree@h-gac.com (mailto:Joshua.Cadoree@h-gac.com)

Phone: 832-681-2557

Fax: 713-993-4548

[Return to Products & Services \(/products-and-services\)](/products-and-services)

[View This Contract \(/products-and-services/view-contract?contractid=132\)](/products-and-services/view-contract?contractid=132)



Authorized Dealers

Contract Number

FS12-23 - Fire Apparatus and Related Vehicles (<https://www.hgacbuy.org/products-and-services/view-contract?contractid=132>)

Supplier

Siddons-Martin Emergency Group, LLC

Name	Address	Phone Number	Contacts
Allegiance Fire & Rescue	2181 Providence Hwy Walpole, MA 02081	508-668-3112	Bill O'Conner
Atlantic Emergency Solutions, Inc.	12351 Randolph Ridge Lane Manassas, VA 20109	703-393-9911	Joseph R Pack
Churchville Fire Equipment Corp	340 Sanford Road, South Churchville, NY 14428	585-293-1688	John Alfieri
Conrad Fire Equipment	19922 W 162nd Street Olathe, KS 66062	913-780-5521	Karl Schultz
Emergency Equipment Professionals, Inc.	PO Box 1739 Southaven, MS 38671	662-280-4729	Jeff Kuntz
Fire & Safety Services, Ltd	200 Ryan Street South Plainfield, NJ 07080	800-400-8017	Dave Russell
Fire Apparatus & Equipment, Inc.	5793 W Grande Market Drive, Suite C Appleton, WI 54913	920-574-3410	Leslie Niles
Firematic Supply Company Inc.	PO Box 187 Yaphank, NY 11980	631-924-3181	Peter Hanratty

Name	Address	Phone Number	Contacts
Front Range Fire Apparatus, Ltd	7600 Miller Court Longmont, CO 80504	303-449- 9911	Duane Doucette
Glick Fire Equipment Company, Inc	350 Mill Creek Road Bird in Hand, PA 17505	717-299- 4120	Amy Sweitzer
Golden State Fire Apparatus, Inc.	7400 Reese Road Sacramento, CA 95828	916-330- 1638	Ryan Wright
Halt Fire, Inc.	50168 West Pontiac Trail, Unit 5 Wixom, MI 48393	248-669- 0800	Todd Lincoln
Hughes Fire Equipment Inc.	910 Shelley Street Springfield, OR 97477	541-747- 0072	Mike Duyck
MacQueen Emergency Group	1125 East 7th Street St Paul, MN 55106	651-645- 5726	Daniel Gage
Pierce Manufacturing Inc.	2600 American Drive Appleton, WI 54914	920-832- 3218	Carol Frank
Reliant Fire Apparatus, Inc.	880 Enterprise Drive Slinger, WI 53086	262-297- 5020	Scott Krueger
Siddons-Martin Emergency Group	1362 East Richey Road Houston, TX 77073	800-784- 6806	Pat Siddons
South Coast Fire Equipment Inc.	2020 South Baker Avenue Ontario, CA 91761	909-673- 9900	Kevin Newell
Spartan Fire and Emergency Apparatus	319 Southport Road Roebuck, SC 29376	864-582- 2376	Robert Fore
Ten-8 Fire & Safety, LLC	2904 59th Avenue East Bradenton, FL 34203	941-756- 7779	Keith Chapman

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 16, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **January 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that H-GAC, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, H-GAC's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. L. Riddle', written in a cursive style.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 30, 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 Kone Inc for replacement freight-elevator gate-controller for Mobile Museum of Art

Amount of Contract:

\$18,636.00

Funding Source

Capital project Building Services Misc Repair & Improvements

ATTACHMENTS:

1. 20251208 Kone Agenda Package POs

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 16 December 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 Kone Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Kone Inc for replacement freight-elevator gate-controller
for Mobile Museum of Art
Capital project Building Services Misc Repair & Improvements

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$18,636.00

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: Price below bid requirement; 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>5075</u>	2026	(3035) FACILITY MAINTENANCE	REPLACEMENT FREIGHT-ELEVATOR GATE-CONTROLLER FOR MOBILE MUSEUM OF ART (PRICE BELOW BID REQUIREMENT, OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$18,636.00	<u>(273592) KONE INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005075-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: Status: Released
--	---

Page 1

Vendor
 KONE INC
 30604 SGT. E. I. BOOTS THOMAS

SPANISH FORT, AL 36527

Tel#251-661-7522
 Fax 251-661-7516

Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 KATIE.CASSIL@CITYOFMOBILE.ORG

Delivery Reference
 KATIE CASSIL

Deliver To
 MECHANICAL SYSTEMS
 850 OWENS STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/03/25	273592				FACILITY MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

KONE INC. PROPOSAL (NO NUMBER) DATED 11/24/2025 FOR ELEVATOR CAR GATE CONTROLLER ADDITION TO NEW CONTROLLER AT MOBILE MUSEUM OF ART (REQ 5075). TO BE PAID UNDER C081 FOR NC-003-26. TOTAL AMOUNT TO BE PAID: \$18,636.00 APPROVED FOR R/PO PER C.HOLM

001 PER PROPOSAL (NO NUMBER) DATED 11/24/2025, TO PROVIDE ELEVATOR CAR GATE CONTROLLER ADDITION TO NEW CONTROLLER AT MOBILE MUSEUM OF ART.	1.00	18636.00000	18636.00
	EACH		

1 2000.80.00.0000.0000.0000.0000.42140. E C0481 .NONCONTRCT.		18636.00
---	--	----------

Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 Delivery Reference
 KATIE CASSIL

Deliver To
 MECHANICAL SYSTEMS
 850 OWENS STREET
 MOBILE, AL 36604

[Requisition Link](#)

Requisition Total	18636.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005075-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: Status: Released
---	--

Page 2

Vendor
 KONE INC
 30604 SGT. E. I. BOOTS THOMAS

SPANISH FORT, AL 36527

Tel#251-661-7522
 Fax 251-661-7516

Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 KATIE.CASSIL@CITYOFMOBILE.ORG

Delivery Reference
 KATIE CASSIL

Deliver To
 MECHANICAL SYSTEMS
 850 OWENS STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/03/25	273592				FACILITY MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

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

Account	Amount	Remaining Budget
E C0481 .NONCONTRCT.	18636.00	14215.31

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.42140.	18636.00	1904501.89
CAPITAL IMPROVEMENTS FUND EXP MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	12/04/25	CARLEEN STOUT	Auto approved by: 910520760
Approved	12/04/25	CHAD HOLM	
Approved	12/04/25	BRENDA RHODES	
Approved	12/04/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	12/04/25	RELYA MALLORY	Auto approved by: 910511034
Queued	12/04/25	DONALD ROSE	Auto approved by: 910511034
Queued	12/04/25	SANDRA LEWIS	Auto approved by: 910511034
Queued	12/04/25	STEVEN KRONINGER	Auto approved by: 910511034
Queued	12/04/25	SAMANTHA COOLEY	Auto approved by: 910511034
Queued	12/04/25	JAMES NEESE	Auto approved by: 910511034
Queued	12/04/25	PATRICIA KENNEDY-JONES	Auto approved by: 910511034
Queued	12/04/25	ANNE FOLEY	Auto approved by: 910511034
Queued	12/04/25	JOHN PAINE	Auto approved by: 910511034

Authorized By: _____ Date: _____
 Signature

KONE

A global leader in elevators, escalators, and people flow solutions

KONE designs and delivers elevators, escalators, and moving walks and ramps — along with modernization and maintenance services — to keep people moving safely and smoothly. With a focus on innovation, sustainability, and user experience, KONE helps make urban life flow better.

Behind the scenes, KONE Service Technicians work to ensure elevators and escalators are dependable, efficient, and ready to meet the demands of daily life.



The Bronze Partnership Excellence Award is a testament to the commendable dedication of our valued suppliers. This esteemed medallion is presented to those who have demonstrated a steadfast commitment to our partnership.

Click Your Industry

[Education | Government](#)
[Nonprofit](#)
[Corporate | Enterprise](#)
[Real Estate](#)
[Private Equity](#)

Public Sector

-  K-12 Education
-  Higher Education
-  State & Local Government

With a nationwide team of dedicated vertical transportation professionals, KONE can assist with all your service, repair and modernization needs, available through OMNIA Partners competitively solicited and publicly awarded cooperative contracts.

- **Elevator, Escalator, Chairlift and Platform Lift Maintenance & Repair and Related Services**
University of California, CA | 2019001564
- **Elevator, Escalator and Walkway Maintenance and Modernization Services and Related Solutions**
City of Kansas City, MO | EV2516

[CONTRACT DOCUMENTATION](#)
[CONTACT US](#)


KONE Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Elevator, Escalator, Chairlift and Platform Lift Maintenance & Repair and Related Services

University of California, CA

Contract Number: 2019001564

Initial Term: October 1, 2019 through September 30, 2024

Renewal Options: Option to renew for five (5) additional one-year periods through September 30, 2029

RENEWED THROUGH August 31, 2029

Executive Summary

- [Executive Summary](#)
- [Pricing](#)
- [Due Dilligence](#)

Master Agreement Documents

- [Official Signed Contract](#)
- [New Jersey Business Compliance](#)
- [Federal Funds Certifications](#)
- [Multiple Award Justification](#)
- [Intent to Award Letter](#)
- [Contract Amendment 1](#)
- [Contract Amendment 2](#)

Response Evaluation

- [Evaluation Documents](#)

Solicitation Process

- [Original RFP Document](#)
- [Proof of Publication](#)
- [RFP Request List](#)

Elevator, Escalator and Walkway Maintenance and Modernization Services and Related Solutions

City of Kansas City, MO

Contract Number: EV2516

Initial Term: December 1, 2018 through November 30, 2024

Renewal Options: Option to renew (5) additional one-year periods through November 30, 2029

RENEWED THROUGH November 30, 2029

Executive Summary

- [Executive Summary](#)
- [Pricing](#)
- [Due Diligence](#)

Master Agreement Documents

- [Contract EV2516](#)
- [EV2516 Terms & Conditions](#)



- EV2516 Attachment D: Scope of Services
- EV2516 Attachment F: Insurance
- EV2516 Exhibit 4
- Contract Amendment 1

Solicitation Process

- RFP EV2516
- RFP EV2516 Addendum 1
- RFP Posting Document

INDUSTRIES

K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity
Real Estate

SOLUTIONS

Contract Offerings
OPUS
Data & Spend Analytics
Industry Experts

ABOUT US

RESOURCES

CAREERS



OMNIA[®]
P A R T N E R S

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

BECOME A MEMBER



[Privacy Policy](#) | [Terms of Use](#)

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector (“Omnia”), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department’s review, the competitive bid process used by Omnia is approved for use through **December 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia’s competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for “public works,” as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 30, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Mike Hoffman Equipment Services Inc for rental of 10,000 gal above ground fuel tank from Sep 2025-Oct 2026 for Municipal Garage.

Amount of Contract:

\$40,950.00

Funding Source

General fund.

ATTACHMENTS:

1. 20251210 Hoffman Agenda Package POs

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 16 December 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 Mike Hoffman Equipment Services, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Mike Hoffman Equipment Services Inc for rental of 10,000
gal above ground fuel tank from Sep 2025-Oct 2026 for Municipal Garage.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$40,950.00

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 5908

How many bidders received bid packages (if applicable): 9+ 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>4852</u>	2026	(2050) FLEET MANAGEMENT-GARAGE	RENTAL OF 10,000 GAL ABOVE GROUND FUEL TANK FOR MUNICIPAL GARAGE SEP 2025-OCT 2026 (SEALED BID 5908)	\$40,950.00	<u>(85814) MIKE HOFFMAN EQUIPMENT SERVICES INC</u>

Adopted:

City Clerk

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00004852-00 FY 2026 Acct No: 1000.40.20.2070.2050.2070.0000.0000.42140. Review: Buyer: 9105paij Status: Approved	Page 1
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Vendor MIKE HOFFMAN EQUIPMENT SERVICES INC 4109 HALLS MILL RD MOBILE, AL 36693 Tel#251-666-8994 Fax 251-661-9558	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/25	085814				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
001 RENTAL AS PER FOLLOWS:	13.00 EACH	3150.00000	40950.00

Additional Description Notes

MONTHLY RENTAL OF 10K GASOLINE FUEL TANK WITH, PUMP, PULSE OUTPUT FOR FUELMASER UNIT AND NOZZLE SWITCH
DATES: SEPTEMBER 11,2025-OCTOBER 11, 2026

AS PER CITY OF MOBILE BID #5908 AND YOUR QUOTE
Inventory Item/Loc 12448

1 1000.40.20.2070.2050.2070.0000.0000.42140.	40950.00
--	----------

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

Deliver To
MUNICIPAL GARAGE ATTN: SEAN
770 GAYLE STREET
MOBILE, AL 36604

[Requisition Link](#)

Requisition Total	40950.00
-------------------	----------

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

BID TABULATION FOR BID# 5908 FOR
RENTAL OF STEEL 10,000 GALLON CAPACITY DOUBLE-WALL TANK FOR
STORAGE OF AND DISPENSING OF UNLEADED GASOLINE

	MIKE HOFFMAN'S EQUIPMENT SERVICE INC	MIKE HOFFMAN'S EQUIPMENT SERVICE INC	SPATCO ENERGY SOLUTIONS
DIRECT SALE OF TANK	\$142,568.00	\$136, 991.36	\$75,340.00
MONTHLY RENTAL OF TANK	\$3,150.00	\$3,250.00	--
DELIVERY & SET UP	--	--	--
REMOVAL OF TANK	--	--	--

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 Bid this tank two ways: 1. Direct sale and installation to the City. 2. Monthly rental of tank with delivery and set-up price along with price to remove tank when City no longer wants tank. City will decide which option is in its best interest. OPTIONS 1. Direct sale of tank and installation. Include freight, crane rental, installation, and hookup \$ _____ TOTAL 2. Monthly rental of tank \$ _____/month Delivery and set up of tank to include freight, crane rental, setting and hooking up rental tank \$ _____ Removal to include disconnect, crane rental removal and transporting of tank. \$ _____ The City will decide which is the better deal. To view location, contact Charles Sumrall at 251-422-1609 All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor’s principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 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. 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 contact purchasing@cityofmobile.org.					
			TOTAL			

Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.

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.

FLEET MANAGEMENT

CITY OF MOBILE

770 GAYLE ST MOBILE, AL 36604

BID PROPOSAL FOR 10,000-GAL GASOLINE RENTAL TANK WITH PUMP

THE CITY OF MOBILE IS SEEKING A BID PROPOSAL TO RENT OR PURCHASE A STEEL 10,000-GALLON ABOVE-GROUND GASOLINE TANK.

PROPOSAL FOR SHORT TERM 12-24 MONTH RENTAL:

1. MUST BE A STEEL 10,000 GALLON DOUBLE WALL FUEL TANK
2. MUST HAVE REMOTE FILL ATTACHED TO FUEL TANK TRUCKS WITH PUMPS USED
3. MUST HAVE PUMP, DISPENSER AND METER WITH PULSE OUTPUT
4. MUST BE ABLE TO ATTACH TO CURRENT PLUMBING IN PLACE
5. MUST BE ABLE TO HOOK TO CURRENT FUEL MONITORING SYSTEMS (FUELMaster LIVE AND CENTERON)
6. MUST BE ABLE TO INSTALL THE TANK BETWEEN EXISTING CONTAINMENT WALL WITH A SPILL CONTROLL UNDER THE TANK TO PREVENT SPILLAGE

RELATED WORK: Labor, Material and outside services for electrical and concrete work must be included in your pricing.



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: December 30, 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 Southern Emergency & Rescue Vehicle Sales LLC for 3 American Emergency Vehicles Traumahawk 148inch X-series ambulances on Ford F450 chassis for MFRD.

Amount of Contract:

\$1,080,850.35

Funding Source

General fund.

ATTACHMENTS:

1. 20251205 SERVS Agenda Package POs

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 16 December 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 Southern Emergency & Rescue Vehicle Sales LLC.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Southern Emergency & Rescue Vehicle Sales LLC for 3 American Emergency Vehicles Traumahawk 148inch X-series ambulances on Ford F450 chassis for MFRD. General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$1,080,850.35

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: HGAC cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor 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>4417</u>	2026	(1510) FIRE ADMINISTRATION	THREE AMERICAN EMERGENCY VEHICLES TRAUMAHAWK 148IN X SERIES AMBULANCES ON FORD F450 CHASSIS FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$1,080,850.35	(298972) <u>SOUTHERN EMERGENCY & RESCUE VEHICLE SALES LLC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00004417-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released
	Page 1
=====	=====

Vendor	Ship To
SOUTHERN EMERGENCY & RESCUE VEHICLE SAL	FIRE CENTRAL SUPPLY
15590 FLORIDA BLVD	2851 OLD SHELL ROAD
BATON ROUGE, LA 70819	MOBILE, AL 36607
	RICHARDSONV@CITYOFMOBILE.ORG
Tel#225-683-3999	
	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

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Date	Vendor
Ordered	Number
	Required
	Via
	Terms
	Department
-----	-----
11/17/25	298972
	FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
001	AMBULANCE/RESCUE VEHICLE: HGAC AM 10-23 AEV TraumaHawk 148" X-Series Ambulance; Quote No: 10090-0003 Job/Order No: 250F32806-32808GXA TYPE I: 14896-T1XF F450 148-54 Ford X Top Level GENERAL: GEN_INFO X *****BID STANDARDS***** CHASSIS: F-148_X **X__F-Series 84ca CHASSIS***** CONVERSION: 14896-T1FX 148 x 96 T-1 Ford X-Series, Conversion 3 BASE: 14896-T1XB 148 x 96 T-1 Ford X Base Vendor Item	3.00 EACH	360283.45000	1080850.35

1	6120.70.15.0000.0000.1510.0000.0000.45040.	1080850.35
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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 00004417-00 FY 2026 Acct No: 6120.70.15.0000.0000.1510.0000.0000.45040. Review: Buyer: 9105paij Status: Released
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Page 2

Vendor SOUTHERN EMERGENCY & RESCUE VEHICLE SAL 15590 FLORIDA BLVD BATON ROUGE, LA 70819 Tel#225-683-3999	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	298972				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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Requisition Total	1080850.35
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.45040.	1080850.35	3020800.25
EMERGENCY MEDICAL SVCS EXP		FLEET VEHICLES

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

Activity	Date	Clerk	Comment
Approved	11/17/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	11/17/25	SHONNDA SMITH	
Approved	11/17/25	CHERI BOUCHER	Auto approved by: 910518244
Queued	11/17/25	DONALD ROSE	Auto approved by: 910518244
Queued	11/17/25	SANDRA LEWIS	Auto approved by: 910518244
Queued	11/17/25	STEVEN KRONINGER	Auto approved by: 910518244
Queued	11/17/25	SAMANTHA COOLEY	Auto approved by: 910518244
Queued	11/17/25	JAMES NEESE	Auto approved by: 910518244
Queued	11/17/25	ANNE FOLEY	Auto approved by: 910518244
Queued	11/17/25	JOHN PAINE	Auto approved by: 910518244

Authorized By: _____ Date: _____

Signature

**CONTRACT PRICING WORKSHEET**
For MOTOR VEHICLES OnlyContract
No.:

AM10-23

Date
Prepared:

11/4/2025

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Mobile	Contractor:	Professional Ambulance Sales & Service dba SERVS
Contact Person:	John Paine	Prepared By:	Bree D'Ottavio
Phone:	(251) 208-7434	Phone:	(469) 732-6525
Fax:	(251) 208-7430	Fax:	
Email:	paine@cityofmobile.org	Email:	bree.d@servsllc.com

Product Code:	Traum148"X	Description:	AEV TraumaHawk 148" X-Series Ambulance
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 310417**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Aluminum Wheels Ford F450 19.5" Aftermarket Installed	2854.81	Rear Load Lights: (2) LED-24, Whelen 900	599.1
Body, Mod: Ford, 148" x 95" x 72" Interior HR 6" Body Dr	494.8	Whelen Dominator 8 LINZ6	1398.3
Tire Valve Extensions, S/S Braided, PR Dual Rear Wheel	63.06	Cam Sys-Four White Backup, Interior bullet, R/L Turn	1783
A/C Condenser Pan Mount: Install Bracket (Front Module)	836.8	A/C Compressor, 2nd A/C installed by 3rd party	4843.72
Condenser, ACC, 12V: Front of Body, Dual Fan, CONC-A	257.1	Activ Tek induct 500-12V UV Light w/ Ozone	1067.22
Stop/Tail Whelen 600 Series, SLED, Pair, Max Populated	242.55	Shore Line Inlet: 20A Super Auto-Eject, ILOS	384.44
Back up, Whelen 600 Series, SLED, Pair, Max Populated	566.35	EZ Reach Double Doors ALS 1/2 LOS	130.98
Underbody Ground Lights; (4) Underbody LED Whelen 2"	195.25	Defibrillator Bracket: Ferno D360 Surface, Swivel Zoll-Z	1911.29
Light, Cmppt: Whelen Strip-Lite #PSC0CDCR (6) Diode x7	432.95		
Turn, Whelen 600 Series SLED, Pair Horizontal w/ arrow	220.72		
Left Scene Lights: (2) LED-24, Whelen 900	599.1	Subtotal From Additional Sheet(s):	4906.8
Right Scene Lights: (2) LED-4, Whelen	599.1	Subtotal B:	24387.44

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Module Modification: Upgrade 148" to 157" Module	7354.56	Chassis Modification: Go Rhino Grill Guard #15-00-0068	3450
Graphics & Wraps: Mobile Fire/Rescue Custom Graphics	4243	Subtotal From Additional Sheet(s):	27117
		Subtotal C:	42164.56

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

13%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	3	X Subtotal of A + B + C:	376969	=	Subtotal D:	1130907
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E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E:

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
2026 Chassis Price Increase	8760	Custom to Mod2	-15000
PrePay Discount	-43816.65		
		Subtotal F:	-50056.65

Delivery Date:

TBD

G. Total Purchase Price (D+E+F):

1080850.35


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Ambulances, EMS, and Other Special Service Vehicles

Contract Information

Contract Number

AM10-23

Effective Dates

10/01/2023 - 09/30/2027

Contract Details

Ambulances; Light & Medium EMS/Rescue Vehicles, Mobile & Urban Command Vehicles; Mobile Command Centers. Many variations, options and accessories are available thru the HGACBuy contracts.

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All Products



Description	Code	Manufacturer	Price	Discount
Ford Expedition MAX, EMS Response Vehicle, Console, Rear Storage Cabinet, LED Lighting Package	10-75-SUV-ERS-EXMAX	10-75 Emergency Vehicles		10%
GM Suburban, EMS Response Vehicle, Console, Rear Storage Cabinet, LED Lighting Package	10-75-SUV-ERS-SUB	10-75 Emergency Vehicles		10%
(Base) Ford Transit 350HR AWD 148" Chassis, Mobile TOC	Trident	FLYMOTION, LLC		2%
(Base) Mercedes-Benz Sprinter 170" Chassis, Mobile TOC	Trident	FLYMOTION, LLC		2%
(Fully Loaded) Ford Transit 350HR AWD 148" Chassis, Mobile TOC	Trident	FLYMOTION, LLC		2%
(Fully Loaded) Mercedes-Benz Sprinter AWD 170" Chassis, Mobile TOC	Trident	FLYMOTION, LLC		2%
12' Remount on Customer Provided Chassis	12' Remount	Frazer, Ltd.		0%
12,000-LB GVWR, DUAL AXLE TRAILER, 7 KW GASOLINE GENERATOR WITH 25 GALLON FUEL TANK, 2 WORK STATIONS, CONFERENCE ROOM	MCC180927	Bravo Trailer		3.70%

SEATING FOR 7, ALUMINUM CABINETS, 3 DRY ERASE BOARDS, 1 PRV, 2 AIR CONDITIONERS, SHORE POWER, 120 VAC CONTROL PANEL, 2 BATTERIES, 2 CHARGERS, 55" LED HDTV, DATA VSAT, SATELLITE TV ANTENNA WITH 3 RECEIVERS, MOBILE RADIO BATTERY CHARGER, 6 TELEPHONE EXTENSIONS, 14 COMPUTER JACKS, WIRELESS ACCESS POINT, ELECTRONIC EQUIPMENT RACK, 16' AWNING, 2 PAIR STABILIZER JACKS AREA, SCENE LIGHTS

12,000-LB GVWR, TANDEM AXLE 24' TRAILER, 12 KW DIESEL GENERATOR, 25 GAL FUEL TANK, 2 WORKSTATIONS, CONFERENCE TABLE, 1 PRV, 2 AIR CONDITIONERS, 1 DIESEL HEATER, 5 TV/ 1 DVR, 3 DSS RECEIVERS, MODULATED AUDIO/VIDEO, PREWIRE 6 RADIOS, PBX PHONE SYSTEM, 3 LAND/ 1 CELL PREWIRE/ 1 FAX LINE, 14 PREWIRE CAT 6 COMPUTER NETWORK WITH MULTI FUNCTION PRINTER, INTERNET SATELLITE SYSTEM, 1 SLIDE OUT ELECTRONICS RACK, SCENE LIGHTING, LEVELING SYSTEM, EXTERIOR WORK AREA	MCC241782	Bravo Trailer	3.70%
14' Remount on Customer Provided Chassis	14' Remount	Frazer, Ltd.	0%
16' EMERGENCY RECOVERY VEHICLE/MOBILE COMMAND CENTER CONVENTIONAL CAB CHASSIS. 26,000-LB. GVWR. 325 HP ENGINE WITH ALLISON 3000 EVS AUTO TRANS. COLOR BACK UP CAMERA SYSTEM WITH 7" LCD MONITOR DAY/NIGHT. LOAD SPACE IS 16' LONG. EMERGENCY LIGHTS. CUSTOM NON-REFLECTIVE VINYL GRAPHICS INCLUDING THREE GRAPHIC SHIELDS. ONE WORKSTATION WITH CHAIR IN REAR. CUSTOM FABRICATED ALUMINUM CABINETS WITH DRY ERASE BOARDS. HVAC SYSTEM, AC ELECTRICAL SYSTEM WITH 15KW GENERATOR AND 12VDC ELECTRICAL SYSTEM. 57 FT MAST WITH MAST MOUNTED ANTENNA BRACKET. PROVISIONS FOR COMMUNICATIONS RADIO. OPTIONS INCLUDED NAPCO GEMINI ALARM SYSTEM. EXTERIOR COMPARTMENTS, LADDER TO ROOF AND LEVELING SYSTEM.	MCC163031	Freightliner	3.70%
18' Foot Mobile Clinic Module on International MV Diesel 4x2 Crew Cab	Mobile Clinic. - 18'	Frazer, Ltd.	0%
20' SWAT MOBILE COMMAND CENTER ON A 4X4 DIESEL CAB CHASSIS WITH A 20' LONG LOAD SPACE CUSTOM ALL ALUMINUM DRY VAN BODY. LED EMERGENCY INGLIGHT PACKAGE. BACK-UP CAMERA SYSTEM. BENCH SEATING FOR SIX IN REAR FOR SWAT TEAM. CUSTOM FABRICATED ALUMINUM CABINETS FOR SWAT EQUIPMENT STORAGE WITH DRY ERASE DOORS. HVAC, AC ELECTRICAL SYSTEM WITH 8 KW GENERATOR, 12VDC ELECTRICAL SYSTEM. INTEL-I-TOUCH MULTIPLEX CONTROL WITH TOUCH SCREEN INTERFACE. PREP WIRING FOR CUSTOMER SUPPLIED RADIOS. EXTERIOR COMPARTMENTS AND AWNING.	SWTMCC203292	Ford	3.70%
20' TACTICAL OPERATIONS CENTER TRAILER. FOUR WORKSTATIONS WITH SPACE TO ADD MORE. CUSTOM FABRICATED ALL ALUMINUM CABINETS WITH DRY ERASE BOARDS. HVAC, AC ELECTRICAL SYSTM WITH 20 KW GBENERATOR 12VDC ELECTRICAL SYSTEM, LED EMERGENCY LIGHTING PACKAGE. TIE DOWN RINGS FOR AIR TRANSPORTABILITY. EQUIPMENT INCLUDES LARGE TOUCH SCREEN TV, DVR, EXTERNAL 43" LED TV, VIDEO/VOICE SERVER, LAPTOPS, PRINTER AND MORE. RADIOS AND COMPUTER NETWORK SYSTEM. MAST WITH NETWORK PTZ CAMERA. WIRELESS ACCESS POINT. EXTERIOR STORAGE COMPARTMENT, AWNING, AND WALK ON ALUMINUM ROOF.	TRL203216	Bravo Trailer	3.70%
2024 Chevrolet Silverado CC3500HD, 6.6L Diesel, Ambulance Prep Package, 170.8" Wheelbase. Single Cab. Bae Remount Package	GM C-3500 4x2 6.6L Diesel 173"WB	American Response Vehicles (ARV)	5%
2024 Chevrolet Silverado CC3500HD, 6.6L Diesel, Ambulance Prep Package, 170.8" Wheelbase. Single Cab. Base Remount Package	GM C-5500 4x2 6.6L Diesel 173"WB	American Response Vehicles (ARV)	5%
2024 CHEVY 3500 4X2 TYPE I GAS w/84"CA REMOUNT (BASE PRICE)	CHEVROLET 3500 TYPE I 4X2	Medic Built, LLC	10%
2024 CHEVY G3500 TYPE III REMOUNT (BASE PRICE)	CHEVY 3500 TYPE III	Medic Built, LLC	10%
2024 CHEVY G4500 TYPE III REMOUNT (BASE PRICE)	CHEVY 4500 TYPE III	Medic Built, LLC	10%
2024 FORD E-350 TYPE III REMOUNT (BASE PRICE)	FORD E350 TYPE III	Medic Built, LLC	10%
2024 FORD E-450 TYPE III REMOUNT (BASE PRICE)	FORD E450 TYPE III	Medic Built, LLC	10%
2024 FORD F 450 4X2 TYPE I GAS REMOUNT W/84"CA (BASE PRICE)	FORD F 450 TYPE I 4X2	Medic Built, LLC	10%
2024 FORD F 550 4X2 TYPE I GAS REMOUNT W/108"CA (BASE PRICE)	FORD F 550 TYPE I 4X2	Medic Built, LLC	10%
2024 FORD F-350 4X2 TYPE I Diesel REMOUNT (BASE PRICE)	FORD F 350 TYPE I 4X2	Medic Built, LLC	10%

2024 Ford F-350 Super Duty 6.7L Diesel Chassis. XLT Base Package. Ambulance Prep 47L Package 169" Wheelbase. Single Cab. Base Remount Package	Ford F-350 4x2 6.7L 169"WB	American Response Vehicles (ARV)	5%
2024 FORD F-450 4X2 TYPE I GAS REMOUNT W/108" CA (BASE PRICE)	FORD F 450 TYPE I 4X2	Medic Built, LLC	10%
2024 Ford F-450 Super Duty 6.7L Diesel Chassis. XLT Base Package. Ambulance Prep 47L Package 169" Wheelbase. Single Cab. Base Remount Package	Ford F-450 4x2 6.7L 169"WB	American Response Vehicles (ARV)	5%
2024 Ford F-450 Super Duty 6.7L Diesel Chassis. XLT Base Package. Ambulance Prep 47L Package 193" Wheelbase. Single Cab. Base Remount Package	Ford F-450 4x2 6.7L 193"WB	American Response Vehicles (ARV)	5%
2024 Ford F-450 Super Duty 7.3L Gas Chassis. XLT Base Package. Ambulance Prep 47L Package 169" Wheelbase. Single Cab. Base Remount Package	Ford F-450 4x2 7.3L 169"WB	American Response Vehicles (ARV)	5%
2024 Ford F-450 Super Duty 7.3L Gas Chassis. XLT Base Package. Ambulance Prep 47L Package 193" Wheelbase. Single Cab. Base Remount Package	Ford F-450 4x2 7.3L 193"WB	American Response Vehicles (ARV)	5%
2024 Ford F-550 Super Duty 6.7L Diesel Chassis. XLT Base Package. Ambulance Prep 47L Package 193" Wheelbase. Single Cab. Base Remount Package	Ford F-550 4x2 6.7L 193"WB	American Response Vehicles (ARV)	5%
2024 Ford F-550 Super Duty 7.3L Gas Chassis. XLT Base Package. Ambulance Prep 47L Package 193" Wheelbase. Single Cab. Base Remount Package	Ford F-550 4x2 7.3L 193"WB	American Response Vehicles (ARV)	5%
2024 Freightliner M2 6.7L, Ambulance Prep Package, 19.5" Wheels, Horizontal Exhaust, Hydraulic Brakes, 193"WB. Base Remount Package	Freightliner M2 6.7L ISB 4x2 193"WB Hydraulic Brakes	American Response Vehicles (ARV)	5%
2024 Freightliner M2 6.7L, Ambulance Prep Package, 22.5" Wheels, Vertical Exhaust, Air Brakes, Extended Wheelbase Remount Package, 4 Door Cab- 220" Wheelbase	Freightliner M2 4 Door Cab, 6.7L ISB, 4x2WB, 220" WB	American Response Vehicles (ARV)	5%
2024 GM G-3500 4x2, 6.6L Gas, Ambulance Prep Package, 139" Wheelbase. Base Remount Package	GM G-3500 4x2 6.6L GAS 139"WB	American Response Vehicles (ARV)	5%
2024 GM G-4500 4x2, 6.6L Gas, Ambulance Prep Package, 159" Wheelbase. Base Remount Package	GM G-4500 4x2 6.6L GAS 159"WB	American Response Vehicles (ARV)	5%
2024 Mercedes Sprinter 4500 Diesel Cab Cutaway Short Wheelbase Type III Remount	Mercedes Sprinter 4500 Cab Cutaway	American Response Vehicles (ARV)	5%
2024 RAM 4500 4X2 TYPE I REMOUNT W/108"CA (BASE PRICE)	RAM 4500 TYPE I 4X2	Medic Built, LLC	10%
2024 RAM 4500 4X2 TYPE I REMOUNT W/84"CA (BASE PRICE)	RAM 4500 TYPE I 4X2	Medic Built, LLC	10%
2024 RAM 4500 6.7L Diesel SLT Base Package. Ambulance Prep Package. 167.5" Wheelbase. Single Cab. Base Remount Package	RAM 4500 4x2 6.7L 167.5"WB	American Response Vehicles (ARV)	5%
2024 RAM 5500 4X2 TYPE I REMOUNT W/108"CA (BASE PRICE)	RAM 5500 TYPE I 4X2	Medic Built, LLC	10%
2024 RAM 5500 6.7L Diesel SLT Base Package. Ambulance Prep Package. 192.5" Wheelbase. Single Cab. Base Remount Package	RAM 5500 4x2 6.7L 192.5"WB	American Response Vehicles (ARV)	5%
2025 Ford E-350 Cab Cutaway 4x2 7.3L Gas, Ambulance Prep package, 138" Wheelbase. Base Remount Package	Ford E-350 4x2 7.3L 138"WB	American Response Vehicles (ARV)	5%
2025 Ford E-450 Cab Cutaway 4x2 7.3L Gas, Ambulance Prep package, 158" Wheelbase. Base Remount Package	Ford E-450 4x2 7.3L 158"WB	American Response Vehicles (ARV)	5%
2025 International MV607, 6.7L Diesel, Diamond Cab Package, Ambulance Prep Package, 19.5" Wheels, Horizontal Exhaust, Hydraulic Brakes. 193"WB. Base Remount Package	International MV607 6.7L ISB 4x2 193"WB Hydraulic Brakes	American Response Vehicles (ARV)	5%
22' Mobile command center on a 9,950-lb GVWR gasoline chassis with spring suspension and a 4-wheel disc brakes. Two workstations, generator and electronics rack.	X22MCC-34781	Ford	3.70%
2024 Ford F-350 Super Duty 6.7L Diesel Chassis. XLT Base Package. Ambulance Prep 47L Package 169" Wheelbase. Single Cab. Base Remount Package	Ford F-350 4x2 6.7L 169"WB	American Response Vehicles (ARV)	5%

26' Mobile medical unit on commercial cutaway chassis. 16' body with two side entry doors. Graphics package. Interior finish includes FRP wall covering, non-slip vinyl flooring, fabric ceiling and vinyl seating surfaces. Additional features include: two door refrigerator, galley and lavatory, aluminum cabinetry, 7.0 KW generator, full electrical distribution system, heat and air conditioning, 2 blood draw chairs, cell phone booster kit, exterior storage compartment and more!	C28MED033613	Ford	3.70%
28' 1 Room Mobile Clinic on a conventional cab chassis 4x2 19,500-lb. GVWR gas chassis with spring suspension hydraulic brakes and a 18' load space all aluminum body.	C28MED18042313	Ford	3.70%
28' Equipment/EOD/SWAT/DIVE/MCC Vehicle on a 25,500-lb. GVWR diesel chassis with spring rear suspension hydraulic brakes and a 18' load space walk-in van body.	SS28EEQ-SV	Freightliner	3.70%
29' Cab/Chassis Medical Vehicle with a wheelchair lift, patient waiting room area, check in desk, exam room with private changing room, complete HVAC system, awning, leveling system and storage compartments.	C28MED042616	Ford	3.70%
30' MOBILE COMMAND CENTER ON A CONVENTIONAL CAB CHASSIS WITH 26.5 FT LOAD SPACE ALL ALUMINUM DRY VAN BODY. FOUR WORKSTATIONS. CONFERENCE ROOM TABLE WITH SEATING FOR SIX. TWO SLIDE-OUTS. LED EMERGENCY LIGHTING PACKAGE. COLOR BACK UP CAMERA SYSTEM WITH 7" LCD MONITOR DAY/NIGHT. GALLEY WITH MICROWAVE, REFRIGERATOR, COFFEE MAKER. CUSTOM FABRICATED ALUMINUM CABINETS WITH DRY ERASE BOARDS. HVAC, AC ELECTRICAL SYSTEM WITH 20 KW GENERATOR, 12VDC ELECTRICAL SYSTEM. MULTIPLEX CONTROL SYSTEM WITH TOUCH SCREEN INTERFACE. TWO TELESCOPING TRIPOD LIGHT POLES. PREWIRE FOR CUSTOMER PROVIDED MONITORS AND RADIOS. ONE TOUCH SCREEN LED TV. EXTERIOR MONITOR ENCLOSED IN WEATHERPROOF COMPARTMENT. DVR, SATELLITE TV. MAST WITH NETWORK PTZ CAMERA. PBX TELEPHONE SYSTEM. EXTERIOR COMPARTMENT, AWNING, ROOF ACCESS, LEVELING SYSTEM. PRICE INCLUDES FEDERAL EXCISE TAX.	C40MCC307611	Freightliner	3.70%
30' Mobile command center on a 26,000-lb GVWR diesel chassis with air ride, air brakes and a 20' load space walk-in van body. Four workstations, generator and electronics rack.	S30MCC-35004	Freightliner	3.70%
30' Mobile command center on a 26,000-lb GVWR diesel chassis with air ride, hydraulic brakes and a 20' load space walk-in van body. Four workstations, generator and electronics rack.	S30MCC-34604	Freightliner	3.70%
30' MOBILE COMMAND CENTER ON A WALK-IN VAN WITH 30' LONG LOAD SPACE ALL ALUMINUM BODY. LED EMERGENCY LIGHTING PACKAGE. LAVATORY. FOUR WORKSTATIONS. CUSTOM FABRICATED BENCH SEATING AND ALUMINUM CABINETS WITH DRY ERASE BOARDS. HVAC, AC ELECTRICAL SYSTEM WITH 25 KW GENERATOR, 12VDC ELECTRICAL SYSTEM. LED NIGHT SCAN LIGHT TOWER. TWO LED TV'S PLUS ONE LARGE TOUCH SCREEN TV. ONE EXTERIOR TV INSIDE A WEATHERPROOF ACCESS DOOR. DVR. SATELLITE TV SYSTEM. MAST WITH NETWORK PTZ CAMERA. PREWIRE FOR CUSTOMER PROVIDED RADIOS. PBX TELEPHONE SYSTEM, COMPUTER NETWORK, EXTERIOR COMPARTMENT, AWNING, ROOF ACCESS AND LEVELING SYSTEM.	MCC301750	Freightliner	3.70%
32' Mobile command center with 1 slide out on a 22,000-lb GVWR gas chassis with spring suspension, hydraulic brakes and a 22' load space walk-in van body. Four workstations, generator, galley, electronics rack and leveling system.	S32MCC-29466	Ford	3.70%
32' Mobile command center with 1 slide out on a 22,000-lb GVWR gas chassis with spring suspension, hydraulic brakes and a 22' load space walk-in van body. Four workstations, generator, galley, electronics rack and leveling system.	S32MCC-34851	Ford	3.70%
33' MOBILE EMERGENCY OPERATIONS CENTER ON A CAB CHASSIS WITH 350 HP ENGINE, AIR RIDE SUSPENSION AND AIR BRAKES. CUSTOM ALL ALUMINUM DRY VAN BODY WITH 33' LOAD SPACE AREA. FOUR SLIDE OUTS. FOUR WORKSTATIONS. CONFERENCE AREA FOR TEN. CONFERENCE AREA FOR 10. LED EMERGENCY LIGHT PACKAGE. CUSTOM GRAPHICS. COLOR BACK UP CAMERA SYSTEM. GALLEY WITH COFFEE MAKER, MICROWAVE AND REFRIGERATOR. CUSTOM FABRICATED ALUMINUM CABINETS WITH DRY ERASE BOARDS. HVAC, AC ELECTRICAL WITH 25 KW GENERATOR, 12VDC ELECTRICAL SYSTEM. FEATURES LDV'S INTEL-I-TOUCH, A MULTIPLEX TOUCH SCREEN CONTROLL SYSTEM. TWELVE 24" LED TV'S, TWO 28" LED TV'S, TWO 43" LED TV'S, ONE 48" TOUCH SCREEN TV. ONE 43" LED TV EXTERIOR. MAST WITH NETWORK PZ CAMERA, RADIO PREPS, PBX TELEPHONE SYSTEM, COMPUTER NETWORK. ALARM SYSTEM, WEATHER STATION AND GPS.	MCC332998	Freightliner	3.70%

EXTERIOR STORAGE COMPARTMENTS, AWNING, ROOF ACCESS, LEVELING SYSTEM AND MORE. PRICE INCLUDES FEDERAL EXCISE TAX.

34' Mobile Command Center on a 26,000-lb GVWR diesel chassis with air ride suspension, hydraulic brakes and an all aluminum 24' load space walk-in van body.	SS34FC-SV	Freightliner	3.70%
36' mobile medical unit on a walk-in van chassis. 26' aluminum body with two side entry doors - one with wheelchair lift. Additional features include: exterior TV, galley & lavatory w/ pressurized water system, exam room, consultation room, aluminum cabinetry, A/V system, heat and air conditioning, FRP wall coverings, non-slip flooring, solid surface countertops with antimicrobial technology, 12 kw generator, touch-button vehicle control system, computer network, alarm system, awning, and more!	S36MED-33698	Freightliner	3.70%
36' walk-in van with all aluminum body, curbside sedan door, AM/FM stereo, bench seats, workstations with office chairs, 15kw generator, 2 -13,500 BTU air conditioners with 5,600 BTU heat strips, light fixtures on ceiling and workstation areas, scene & emergency lighting, walk on roof with ladder, exterior storage compartment.	SS36FC-SV	Freightliner	3.70%
36' Mobile command center with 1 slide out on a 26,000-lb GVWR diesel chassis with air ride, hydraulic brakes and a 26' load space walk-in van body. Four workstations, generator, galley, electronics rack and leveling system.	S36MCC-60730	Freightliner	3.70%
39' MOBILE COMMAND/COMMUNICATIONS CENTER BUILT ON AN ALUMINUM GOOSENECK TRAILER. WALK ON ROOF, 24 GALLON IN FRAME FUEL TANK AND TWO A/C UNITS WITH HEAT STRIPS. CUSTOM NON-REFLECTIVE VINYL GRAPHICS. GALLEY AND LAVATORY WITH TOILET AND COFFEE MAKER. SIX WORKSTATIONS WITH CHAIRS. CUSTOM FABRICATED CABINETS. HVAC SYSTEM, 120/240VAC ELECTRICAL SYSTEM WITH 20 KW GENERATOR. 12VDC ELECTRICAL SYSTEM. TWO LED TOUCH SCREEN TV'S, DVR, SATELLITE TV SYSTEM. MAST WITH PTZ NETWORK CAMERA. VOIP TELEPHONE SYSTEM, PROVISIONS FOR 6 FIXED WIRELESS TERMINALS, COMPUTER NETWORK, SATELLITE DATA SYSTEM, MULTI-FUNCTION PRINTER. OTHER OPTIONS INCLUDE WEATHER STATION AND AWNING.	MCC302995	Bravo Trailer	3.70%
39' Mobile dental vehicle on motorhome chassis. Features include: 25 KW generator, LP furnace, air conditioning, wheelchair access door, graphic wrap, electrical distribution system, FRP walls, vinyl ceiling, non-slip flooring, galley with fridge and microwave, lavatory, aluminum cabinetry, A/V system, computer network, two dental cleaning / exam rooms, Panorex room and more!	M38DNT-34027	Winnebago	3.70%
40' Mobile Command Center with 1 slideout on a 30,000-lb GVWR diesel chassis with air ride suspension air brakes and a 30' load space walk-in van body.	SS40FC1S-SV	Freightliner	3.70%
40' MOBILE MEDICAL UNIT ON A WALK-IN VAN WITH AN ALL ALUMINUM BODY AND A WHEELCHAIR ACCESS LIFT. THIS VEHICLE FEATURES TWO EXAM ROOMS WITH EXAM TABLES, SINKS, LAVATORY AREA AND WAITING AREA. PLEASE CONTACT A SALES SPECIALIST AT 800-558-5986 FOR MORE INFORMATION AND SPECIFICATIONS/DRAWINGS, THIS UNIT IS COMPLETELY CUSTOMIZABLE TO ACCOMMODATE MEDICAL/DENTAL/BLOOD/MAMMOGRAPHY/CLINIC/REHAB/OUTREACH ETC. WITH GSA APPROVED OPTIONS.	S40MED30012012	Freightliner	3.70%
40' OVERALL LENGTH MOBILE COMMAND CENTER ON A WALK-IN VAN WITH 30' LONG LOAD SPACE AREA. BACKUP ALARM, LED EMERGENCY LIGHTS. COLOR BACK UP CAMERA SYSTEM WITH 7" LCD MONITOR DAY/NIGHT. BLACKOUT CURTAINS FOR CAB AREA WINDOWS. GALLEY WITH SINK, COFFEE MAKER, REFRIGERATOR, AND MICROWAVE. FOUR WORKSTATIONS IN REAR OF VEHICLE. CUSTOM FABRICATED BENCH SEATING AND CABINETS. HVAC SYSTEM, AC ELECTRICAL SYSTEM WITH DIESEL GENERATOR, 12VDC ELECTRICAL SYSTEM. MULTIPLEX CONTROL SYSTEM WITH TOUCH SCREEN CONTROL INTERFACE. TWO LED TV'S WITH DVR. PROVISIONS FOR FUTURE DSS/SATELLITE SYSTEM. PROVISIONS FOR FUTURE 25' MAST ON REAR OF VEHICLE. PROVISIONS FOR FIVE COMM RADIOS. PBX TELEPHONE SYSTEM. COMPUTER NETWORK. EXTERIOR COMPARTMENT. AWNING AND ROOF ACCESS.	SS40FC-SV	Freightliner	3.70%
40' walk-in van with all aluminum body, no CDL required, four blood donation beds, interview and recovery areas, awning, leveling system, eight TVs & Blu-Ray system and custom interior.	S40MED3031513	Freightliner	3.70%
40' MOBILE COMMAND CENTER ON A CONVENTIONAL CAB CHASSIS WITH 29.5' LOAD SPACE CUSTOM ALL ALUMINUM DRY VAN BODY. BACK-UP CAMERA SYSTEM. PULL OUT ALUMINUM ENTRY STAIRS. LED EMERGENCY LIGHTING PACKAGE. THREE SLIDE-OUTS. CONFERENCE	C40MCC303429	Freightliner	3.70%

ROOM TABLE WITH SEATING FOR EIGHT. FIVE WORKSTATIONS. 13 OFFICE CHAIRS, TWO COMMAND AREAS SEPARATED BY POCKET DOORS. CUSTOM FABRICATED ALUMINUM CABINETS. SIXTEEN LED TV/MONITORS. ONE LARGE TOUCH SCREEN TV. MULTI-FUNCTION PRINTER, 24" PRINTER. NON-REFLECTIVE VINYL GRAPHICS PACKAGE. HVAC, AC ELECTRICAL SYSTEM WITH 25 KW GENERATOR, 12VDC ELECTRICAL SYSTEM. MULTIPLEX CONTROL SYSTEM WITH TOUCH SCREEN INTERFACE. WEATHERPROOF EXTERIOR DOOR TO ACCESS EXTERIOR CONNECTIONS AND EQUIPMENT, COMPUTER NETWORK WITH VOIP TELEPHONE SYSTEM. MULTI-CAMERA SURVEILLANCE SYSTEM. MAST WITH PTZ NETWORK CAMERA. WIRING PREPS FOR COMMUNICATIONS RADIOS. EXTERIOR COMPARTMENTS, TWO AWNINGS, ROOF ACCESS, AND LEVELING SYSTEM. PRICE INCLUDES FEDERAL EXCISE TAX.

40' MOBILE COMMAND CENTER ON A DIESEL CONVENTIONAL CAB CHASSIS WITH 29' 6" LOAD SPACE ALL ALUMINUM DRY VAN BODY. LED EMERGENCY LIGHTING PACKAGE. BACKUP CAMERA. ONE SLIDE-OUT. GALLEY WITH SINK, MICROWAVE, COFFEE MAKER, AND REFRIGERATOR. LAVATORY. FOURWORKSTATIONS. CONFERENCE TABLE FOR SIX, CUSTOM FABRICATED ALUMINUM CABINETS WITH DRY ERASE BOARDS. HVAC, AC ELECTRICAL, SYSTEM WITH 20 KW GENERATOR, 12VDC ELECTRICAL SYSTEM. MULTIPLEX CONTROL SYSTEM WITH TOUCH SCREEN INTERFACE. TWO LED TV'S, ONE LARGE TOUCH SCREEN TV, DVR. WEATHERPROOF EXTERIOR DOOR COMPARTMENT WITH LED TV FOR OUTSIDE BRIEFING AREA. PROVISIONS FOR FUTURE DSS/SATELLITE SYSTEM. MAST WITH PTZ NETWROK CAMERA. RADIO PREPS. VOIP TELEPHONE SYSTEM AND COMPUTER NETWORK. EXTERIOR COMPARTMENT, AWNING, ROOF ACCESS, AND LEVELING SYSTEM.	SS40FC1S-CC	Freightliner	3.70%
40' MOBILE COMMAND CENTER ON A WALK-IN VAN CHASSIS WITH 30' LOAD SPACE ALL ALUMINUM STEP VAN BODY. BACK-UP CAMERA SYSTEM. LED EMERGENCY LIGHTING PACKAGE. FIVE WORKSTATIONS WITH CHAIRS. ONE SLIDE-OUT. BENCH SEATING WITH CONFERENCE TABLE LOCATED IN REAR. CUSTOM FABRICATED CABINETS WITH DRY ERASE. GALLEY WITH MICROWAVE, REFRIGERATOR, AND COFFEE MAKER. HVAC, AC ELECTRICAL SYSTEM WITH 20 KW GENERATOR, 12VDC ELECTRICAL SYSTEM. THREE LED TV'S, DVR. PROVISIONS FOR FUTURE MAST AND COMMUNICATION RADIOS. PBX TELEPHONE SYSTEM, COMPUTER NETWORK. INTEL-I-TOUCH CONTROL WITH TOUCH SCREEN INTERFACE. EXTERIOR STORAGE, AWNING, ROOF ACCESS AND LEVELING SYSTEM.	SS40RC1S-SV	Freightliner	3.70%
45' Cab/Chassis Command Vehicle with workstations, conference room, 4 slideouts, galley, lavatory, electronics rack, mast and camera system, monitors, radios, VSAT satellite, telephone/computer network, exterior storage compartments, generator, HVAC, technology network systems and emergency lighting package. PRICE INCLUDES FEDERAL EXCISE TAX.	C45MCC101915	Freightliner	3.70%
45' mobile medical unit on commercial coach platform w/ seating for 4 passengers. Wheelchair access door w/ lift. Add'l side entry door. Two exam rooms with exam tables, Welch Allyn wall sets, sinks and seating. Check in area w/ aluminum cabinetry and sink. Additional features include: galley w/ microwave and fridge, pressurized water system, aluminum cabinetry throughout, air conditioning, 25 kw generator and full electrical distribution sytem, medical freezer, two awnings, and more!	M45MED-34399	Berkshire	3.70%
4X4 CAB CHASSIS 33,000-LB GVWR, 300 HP, ALLISON 3000 TRANSMISSION, 50 GAL FUEL TANK, STEEL WHEELS, 20 KW GENERATOR, COLOR BACK-UP CAMERA, BENCH SEATING, 3 WORKSTATIONS W/ OFFICE CHAIRS, ALUMINUM CABINETS, 1 PRV, 2 AIR CONDITIONERS, 2 DIESEL FURNACES, 8 LAND/ 1 FAX, 6 WIRELESS IP PHONES, 4 VOIP DESK PHONES, VOIP PHONE SYSTEM, PREWIRE 8 RADIOS, ANTENNA RACE WAY, ANTENNA TERMINATION PANEL, HIGH SPEED INTERNET DISH, 2 TVS/DVR/ 2 DSS MODULATED AUDIO/VIDEO SYSTEM, 7 PREWIRE CAT 6 COMPUTER NETWORK WITH FAX/SCAN/PRINTER, 4 PERSON CONFERENCE AREA, 25' MAST W/VIDEO CAMERA, MAST SAFETY SYSTEM, WEATHER STATION, 2 NETWORKED CLOCKS, 2 KWI-KAZE LIGHTS, COMMAND STROBE, LED EMERGENCY LIGHTS, ROOF ACCESS LADDER, EXTERIOR WORKSTATION, SCENE LIGHTING, ELECTRIC AWNING, EXTERIOR STORAGE, EXTERIOR GRAPHICS, LEVELING SYSTEM, PERIMETER FLOOD LIGHTS, ALARM SYSTEM	MCC181436	Freightliner	3.70%
4x4 Crew cab diesel 19,500 lb GVW chassis with all-aluminum welded 12' body. Includes NFPA treadplate roof. Class IV receiver hitch. Custom running boards and rear bumper, LED clearance lights, 12,000 lb winch, Back-up camera, Air horns, Aluminum box pan shelves mounted on adjustable rails, LED scene lights, Telescoping light poles (4), emergency	C22EEQ-33732	Ford	3.70%

lighting package w/ lightbar, wireless gateway, exterior storage compartments w/ adjustable shelving and slide-out storage shelves, 4 vertical slide-out storage panels, all surfaces coated w/ spray in bed liner, 2 SCBA holders, LED lighting in all compartments

86/148 Type III Sprinter "LE"	Sprinter	Leader	3%
92/145 Type III Ford "SE"	SE	Leader	3%
94/148 Type III Ford "LE"	LE	Leader	3%
96/150 Type I Ford "LE"	LE	Leader	3%
96/170 CCT Type III Ford	CCT	Leader	3%
96/170 Type III Ford "LE"	LE	Leader	3%
96/173 Type I Ford "LE"	LE	Leader	3%
A/C Service	Ambulance Type I, II, III	Siddons-Martin Emergency Group	NA
A/C Service	Medium Duty Vehicles	Siddons-Martin Emergency Group	NA
ALS Response Vehicle, Ford F350, 80" walk around aluminum body, 16 compartments, painted, console, emergency lighting.	AM2XSB06	First Priority	10%
ALS Response Vehicle, GMC 3500HD Crew Cab, 80" walk around aluminum body, 7 compartments, painted, console, emergency lighting.	AM2XSB07	First Priority	10%
Ambulance Parts, Service Related (% off MSRP)	AMBPARTS	Varies	6%
Base NWEV Remount Package for Medium Duty, Freightliner/International (Short and Long Wheelbase)	Medium Duty International, Freightliner	American Response Vehicles (ARV)	5%
Base NWEV Remount Package for Type I Ford, Ram, Silverado 3500. (Short and Long Wheelbase)	Type I Ford, Ram, Silverado	American Response Vehicles (ARV)	5%
Base NWEV Remount Package for Type III Ford or Chevrolet/GM Chassis (Short and Long Wheelbase)	Type III Ford, GM, Mercedes	American Response Vehicles (ARV)	5%
BearCat G2 Armored Tactical Vehicle, F-550 chassis, 131" WB	BearCat G2	Lenco Industries, Inc.	6%
BearCat G2 with select options: BCDLEN, BC4DR, BCGP7 (qty 8), BC360DEG, BCHACUP, BCHYDRAM, BCDRACOPREP, BCVSPL, BCSLLED (qty 2) BCHIDL, BCFIL, BCTDL-IR, BCINV2000, BCAOPG, BCINT, BCWMT (qty 6) and \$15,000 Discount	G2 Pro	Lenco Industries, Inc.	6%
BearCat G2 with select options: BCDLEN, BC4DR, BCGP7 (qty 8), BCHACUP, BCHYDRAM, BCDRACOPREP, BCSLLED (qty 2) BCHIDL, BCTC, BCINT, and \$15,000 Discount	G2 Core	Lenco Industries, Inc.	6%
BearCat G3 Armored Tactical Vehicle, F-550 chassis, 131" WB, Off-Road Edition	BearCat G3	Lenco Industries, Inc.	6%
BearCat G3 with select options: BCDLEN, BC4DR, BCGP7 (qty 8), BC360DEG, BCHACUP, BCHYDRAM, BCDRACOPREP, BCVSPL, BCSLLED (qty 2) BCHIDL, BCFIL, BCTDL-IR, BCINV2000, BCAOPG, BCINT, BCWMT (qty 6) and \$15,000 Discount	G3 Pro	Lenco Industries, Inc.	6%
BearCat G3 with select options: BCDLEN, BC4DR, BCGP7 (qty 8), BCHACUP, BCHYDRAM, BCDRACOPREP, BCSLLED (qty 2) BCHIDL, BCTC, BCINT, and \$15,000 Discount	G3 Core	Lenco Industries, Inc.	6%
C34MED24-14, 34' 1 Room Mobile Clinic on a conventional cab chassis 25,999-lb. GVWR gas chassis with spring suspension hydraulic brakes and a 24' load space all aluminum body.	C34MED24042413	Ford	3.70%
CAB CHASSIS, 39,000-LB GVWR, 330 HP,SINGLE REAR 23,000# AXLE, ALLISON 3000 EVS TRANSMISSION, AIR RIDE, AIR BRAKE, DUAL 50 GAL FUEL TANKS, ALUMINUM WHEELS, 1 FRONT & 1 REAR SLIDE-OUT, 25 KW GENERATOR, MULTIPLEX CONTROL SYSTEM, LED INTERIOR LIGHTING, 2 PRV, 3 AIR CONDITIONERS, GALLEY, 5 WORKSTATIONS W/OFFICE CHAIRS, CONFERENCE ROOM, CAMERA/MICROPHONE IN CONFERENCE ROOM, DRY ERASE BOARDS, 6 TVS, 2 LARGE TOUCH SCREEN TVS, DVR, TWO 25' MASTS W/ NETWORK VIDEO CAMERAS, LAPTOPS & DOCKING STATIONS, CAT 6 COMPUTER NETWORK WITH MULTI FUNCTION PRINTER, 24" PRINTER, EQUIPMENT RACK,4G ROUTER, SATELLITE DATA SYSTEM, WEATHER STATION, REFRIG FOR COOLING, AIRTUNE	MCC281880	Freightliner	3.70%

SYSTEM, WEATHER STATION, PREWIRE FOR 12 RADIOS, ANTENNA PATCH PANEL & RACEWAY, 4 FIXED WIRELESS PREPS/ 3 LAND LINES/ PREWIRE 1 SATELLITE PHONE, SATELLITE TV/ 2 DSS/ PBX PHONE SYSTEM, LEVELING SYTEM, 2 TRI-POD LIGHT TOWERS, EMERGENCY LIGHTING, SCENE LIGHTING, LOWER PERIMETER LIGHTING

CAB CHASSIS, 54,600-LB GVWR, DIESEL, 505 HP, ALLISON 4500 EVS TRANSMISSION, 100 GAL FUEL TANK, 25 KW GENERATOR, BACKUP CAMERA, CUSTOM CAB CONSOLE, 2 SLIDEOUTS, KEYLESS ENTRY, GALLEY, ALUMINUM CABINETS, WIREMOLD RACEWAY, 6 WORKSTATIONS W/OFFICE CHAIRS, BENCH SEATING, ELECTRONICS RACKS W/EXT. ACECSS, INTERIOR ROLL-UP DOOR W/SHELVING, MULTIPLEX CONTROL SYSTEM, 3 PRVS, 4 ACS, 2 DIESEL HEATERS, 1 ELECTRIC HEATER, 9 TVS, 2 LARGE TOUCH SCREEN TVS, TV ANTENNA, MODULATED AV SYSTEM, EXT AV INPUT/OUTPUTS, PREWIRE DSS ANTENNA, PREWIRE VSAT DATA ANTENNA, DVR, PREWIRE 4 DSS RECEIVERS, PERIMETER CAMERA SYSTEM, 8 LANDLINES, MAST W/CAMERA, PREWIRE 20 RADIOS, 2 SATELLITE RADIOS, PREWIRE INTEROPERABILITY SYSTEM, ANTENNA RACEWAY & PATCH PANNEL, PREWIRE 18 CAT 6, PASS THROUGH, 4 TRI-POD LIGHTS, NIGHT SCAN TOWER, EMERGENCY LIGHTING, SCENE LIGHTS, GROUND STAKE, PA SYSTEM, WEATHER STATION, 2 AWNINGS, EXT STORAGE, LADDER, ALARM SYSTEM, LEVELING SYSTEM. PRICE INCLUDES FEDERAL EXCISE TAX.	MCC302200	Kenworth	3.70%
CAB CHASSIS, 6X6, 49,000-LB GVWR, 350 HP, ALLISON 3000 EVS TRANSMISSION, 50 GAL FUEL TANK, GPS, 25 KW GENERATOR, CAB WALK THROUGH, BACK-UP CAMERA. 4 CAMERA PERIMETER SURVEILLANCE, CUSTOM CAB CONSOLE, KEYLESS ENTRY, 2 SLIDE OUTS, 7 WORKSTATIONS W/OFFICE CHAIRS, CONFERENCE TABLE W/ 4 OFFICE CHAIRS, ALUMINUM CABINETS, GALLEY/LAVATORY, 2/PRV, 4/AC'S, 2/DIESEL HEATERS, 1/ELECTRIC HEATER, MULTIPLEXED ELECTRICAL SYSTEM, 25 TV'S, LARGE TOUCH SCREEN TV, SATELLITE TV DISH W/ 3 RECEIVERS, TV ANTENNA, MODULATED A/V SYS, PBX PHONE SYS W/ 9 PHONES, BROADBAND SATELLITE, MAST W/ CAMERA & ANTENNA PREPS, PREWIRE 12 RADIOS, ANTENNA RACEWAY, CAT 6 COMPUTER NETWORK WITH MULTI-FUNCTION PRINTER, WIRELESS NETWORK, ELECTRONICS RACKS, RADIO INTEROPERABILITY, EXT. STORAGE, WEATHER STATION, NIGHT SCAN LIGHT TOWER, AWNING, LADDER, LEVELING SYS, EMERGENCY LIGHTING, SIREN, SCENE LIGHTS, GRAPHICS. PRICE INCLUDES FEDERAL EXCISE TAX.	MCC332576	Freightliner	3.70%
CAB/CHASSIS MOBILE OUTREACH VEHICLE WITH A 24' LONG ALL ALUMINUM BODY WITH A WHEELCHAIR LIFT, AWNING, LAVATORY AREA, WORKSTATIONS AND SEATING AREA.	C340RC022415 - chg model #	Freightliner	3.70%
Chassis 250 hour/ 6-month or 7500 miles	Ambulance Type I, II, III	Siddons-Martin Emergency Group	NA
Chassis Service Preventative Maintenance	Medium Duty Vehicles	Siddons-Martin Emergency Group	NA
Chevrolet 2148 Warrior III G3500 - Gas + Conversion		Osage	12%
Chevrolet 2168 Super Warrior III G4500 - Gas + Conversion		Osage	12%
CHEVROLET SILVERADO SSV CONVERSION, 4WD, BASE WARNING LIGHT PACKAGE, SHORELINE CHARGING	VCICONV09	VCI Emergency Vehicle Specialists	5%
CHEVROLET SUBURBAN FLEET CONVERSION, 4WD, BASE WARNING LIGHT PACKAGE, SHORELINE CHARGING	VCICONV08	VCI Emergency Vehicle Specialists	5%
Chevrolet Tahoe SSV Chassis 4x4, Command Vehicle	Maverick	FLYMOTION, LLC	2%
CHEVROLET TAHOE SSV CONVERSION, 4WD, BASE WARNING LIGHT PACKAGE, SHORELINE CHARGING	VCICONV07	VCI Emergency Vehicle Specialists	5%
Chevy 3500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Chevy 3500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14'	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14'XT	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Remount	Frazer, Ltd.	0%

Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	Type I - 14'XT	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	Type I - 14'	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12'XT	Frazer, Ltd.	0%
Chevy 3500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Chevy 3500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Chevy 3500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Chevy 3500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Chevy 3500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Chevy 3500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Chevy 3500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Chevy 3500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Chevy 3500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Chevy 3500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14'	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14'XT	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12'	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-84CA" w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	Type I - 14'XT	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	Type I - 14'	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12'XT	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12'	Frazer, Ltd.	0%
Chevy C2500 Diesel 4x2 Reg Cab-60"CA w/ Aluminum wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Chevy C2500 Diesel 4x2 Reg Cab-60"CA w/ Aluminum wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Chevy C2500 Gas 4x2 Reg Cab-60"CA w/ Aluminum wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Chevy C2500 Gas 4x2 Reg Cab-60"CA w/ Aluminum wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Chevy G-3500 Paraliner Type III 147" Body NA 75	Paraliner	Life Line	3%
Chevy G-4500 Superliner Type III 167" Body NA 72	Superliner	Life Line	3%
Chevy G-4500 Superliner Type III 171" Body NA 73	Superliner	Life Line	3%

Chevy G-4500 Victoryliner Type III 167" Body NA	Victoryliner	Life Line	3%
Chevy G3500 Gas 4x2 Reg Cab-80"CA w/ Steel wheels	Type III - 12'	Frazer, Ltd.	0%
Chevy G3500 Gas 4x2 Reg Cab-80"CA w/ Steel wheels	Type III - 12'XT	Frazer, Ltd.	0%
Chevy G3500 Gas 4x2 Reg Cab-80"CA w/ Steel wheels	Type III - 12' Remount	Frazer, Ltd.	0%
Chevy G4500 Gas 4x2 Reg Cab-100"CA w/ Steel wheels	Type III - 14' Remount	Frazer, Ltd.	0%
Chevy G4500 Gas 4x2 Reg Cab-100"CA w/ Steel wheels	Type III - 14'	Frazer, Ltd.	0%
Chevy HD 4500 Highliner Type I 171" Body 4 x 2 Die	Highliner	Life Line	3%
Chevy HD 5500 Highliner Type I 171" Body 4 x 2 Die	Highliner	Life Line	3%
Chevy T-III Remount Standard Package (includes Mirrors) - NON-OSAGE MODULE		Osage	12%
Chevy T-III Remount Standard Package (includes Mirrors) - OSAGE MODULE		Osage	12%
Chief XL Type I: Chevy 5500 4x2 /189" Wheelbase / 72"Headroom/169" L Full Seam Welded Module-Sliding Side Door/ Diesel	BCXI-C5500	Braun	5.0%
Chief XL Type I: Ram 5500 4x2 /192" Wheelbase/ 72" Headroom/ 169" L Full Seam Welded Module-Sliding Side Door/ Diesel	BCXLI-R5500	Braun	5.0%
Chief XL Type I: Ford F-450 4x2 / 193" Wheelbase / 72" Headroom / 169"L Full Seam Welded Module - Sliding Side Door / Diesel	BCXLI-F450	Braun	5.0%
Chief XL Type I: Ford F-550 4x2 / 193" Wheelbase / 72" Headroom / 169"L Full Seam Welded Module - Sliding Side Door / Diesel	BCXLI-F550	Braun	5.0%
Chief XL Type III: Chevy G-4500 / 159" Wheelbase / 72" Headroom / 169" L Full Seam Welded Module - Sliding Side Door / Gas	BCXLIII-C4500	Braun	5.0%
Chief XL Type III: Ford E-450 4x2 / 158" Wheelbase / 72" Headroom / 169"L Full Seam Welded Module - Sliding Side Door / Gas	BCXLIII-E450	Braun	5.0%
Command Center, Medium duty, 26000 lb GVWR, Aluminum modified dry freight body, 28ft, aluminum interior cabinets, work stations, 120v power.	AM2XSC14	First Priority	10%
Command upfit 2021+ Chevy Tahoe	Chief 2 Upfit	Alpha One Firetrucks, LLC	5%
Command upfit on 2015+ Ford F-150	Chief 1 Upfit	Alpha One Firetrucks, LLC	5%
Command upfit on 2019+ Chevy Silverado	Chief 3 Upfit	Alpha One Firetrucks, LLC	5%
Commercial cutaway chassis 24' overall length, two rooms for workstations and conference area, can be used for HNT, command, etc. Three TVs, galley area, bench seating, cabinets, generator & shore power.	SS24RC-CC	Ford	3.70%
Commercial utility body, Ford F-550 11ft walk-in body, steel, painted, 9 compartments, console, emergency lighting.	AM2XSB09	First Priority	10%
CONVENTIONAL CAB CHASSIS, 49,000-LB GVWR, TANDEM, 330 HP, ALLISON 3000 TRANSMISSION, DUAL 50 GAL FUEL TANKS, 20 KW GENERATOR, GALLEY, LAVATORY, FRONT AND REAR SLIDE-OUTS, 3 WORKSTATIONS WITH 3 STOOLS, BENCH SEATING, ALUMINUM CABINETS, 13 FLOOR DRAINS, LARGE EXPANDABLE HOLDING CELL, 5 TRANSIT SEATS, INTERIOR SURVEILLANCE PACKAGE, 1 DRE AREA, 4 BREATH TESTING AREAS, 3 PRVS, 4 AIR CONDITIONERS, 3 ELECTRIC HEATERS, 1 TV/1 DVR, 9 PREWIRE CAT 6 COMPUTER NETWORK WITH 9 DOCKING STATIONS, 2 FAX/SCAN/PRINTER, 1 FIXED WIRELESS PREP/1 PHONE, PREWIRE 1 RADIO, 9 RADIO MODEMS. PRICE INCLUDES FEDERAL EXCISE TAX.	BATMCC331759	Freightliner	3.70%
CREW CAB CHASSIS, DIESEL, 2WD, 26,000-LB GVWR, 300 HP, ALLISON 2500 EVS TRANSMISSION, DUAL 50 GAL FUEL TANKS, 12 KW GENERATOR, ROBOT RAMP & STORAGE W/FLOOR TIE DOWNS, 4 ROLL-UP DOORS, BACKUP CAMERA, CUSTOM CONSOLE IN CAB, GALLEY W/MICROWAVE & REFRIGERATOR, ALUMINUM CABINETS, WORKSTATION W/OFFICE CHAIR, BENCH SEATING, BOX PAN SHELVES W/DRI-DEK, ELECTRONICS RACK, SCBA QUICK-STORAGE RACK, 1 PRV, 2 ACS, 1 DIESEL FURNACE, 2 TRI-POD LIGHTS, 1 CORD REEL, 3 TVS/1 DVR, PREWIRE 2 RADIOS, 4 SURVEILLANCE CAMERAS, MODULATED AV SYSTEM, 2 MASTS, PREWIRE FOR MICROWAVE RECEIVER AND ANTENNA, NETWORK MAST CAMERA, ALARM SYSTEM, PASS THROUGH, EXTERIOR STORAGE, EMERGENCY LIGHTING, SCENE LIGHTS, EXTERIOR LADDER, AWNING, LEVELING SYSTEM, EXTERIOR WORKSTATION W/MONITOR	EODMCC202488	Freightliner	3.70%

Critical Response Command Unit, Ford Transit-350 High Roof Van, 2WD, 9,500 GVWR, 22 feet overall length, Single axle, Gasoline	CRU-22	Frontline Communications	5.5%
Custom Command Center, 30 ft custom aluminum body, 3 rooms, network, 120 vac, heat & AC, Camera system,	AM2XSC15	First Priority	10%
Custom Command Center, 40 ft custom aluminum body, 3 rooms, network, 120 vac, heat & AC, Camera system,	AM2XSC15	First Priority	10%
Custom response unit on a Ford F650, diesel, with a 16' walk around aluminum body w/9 compartments	10-75-MRSQ-16AE-WA-FD	10-75 Emergency Vehicles	10%
Custom response unit on a Ford F650, diesel, with a 16' walk in aluminum body w/8 compartments and rear entry door	10-75-MRSQ-16AE-WI-FD	10-75 Emergency Vehicles	10%
Custom response unit on a Freightliner diesel, with a 16' walk around aluminum body w/9 compartments	10-75-MRSQ-16AE-WA-FL	10-75 Emergency Vehicles	10%
Custom response unit on a Freightliner diesel, with a 16' walk in aluminum body w/8 compartments and rear entry door	10-75-MRSQ-16AE-WI-FL	10-75 Emergency Vehicles	10%
Customer Supplied Type I Chevy K3500 4x2 Diesel chassis plus Customers ambulance module	AM20SE13	First Priority	10%
Customer Supplied Type I Chevy K3500 4x2 Gas chassis plus Customers ambulance module	AM20SE15	First Priority	10%
Customer Supplied Type I Chevy K3500 4x4 Diesel chassis plus Customers ambulance module	AM20SE14	First Priority	10%
Customer Supplied Type I Chevy K3500 4x4 Gas chassis plus Customers ambulance module	AM20SE16	First Priority	10%
Customer Supplied Type I Chevy K4500 4x2 Diesel chassis plus Customers ambulance module	AM20SE17	First Priority	10%
Customer Supplied Type I Chevy K4500 4x4 Diesel chassis plus Customers ambulance module	AM20SE18	First Priority	10%
Customer Supplied Type I Dodge R4500 4x2 chassis plus Customers ambulance module	AM20SE19	First Priority	10%
Customer Supplied Type I Dodge R4500 4x4 chassis plus Customers ambulance module	AM20SE20	First Priority	10%
Customer Supplied Type I Ford F350 4x2 Diesel chassis plus Customers ambulance module	AM20SE05	First Priority	10%
Customer Supplied Type I Ford F350 4x4 Diesel chassis plus Customers ambulance module	AM20SE06	First Priority	10%
Customer Supplied Type I Ford F450 4x2 Diesel chassis plus Customers ambulance module	AM20SE07	First Priority	10%
Customer Supplied Type I Ford F450 4x2 Gas chassis plus Customers ambulance module	AM20SE09	First Priority	10%
Customer Supplied Type I Ford F450 4x4 Diesel chassis plus Customers ambulance module	AM20SE08	First Priority	10%
Customer Supplied Type I Ford F450 4x4 Gas chassis plus Customers ambulance module	AM20SE10	First Priority	10%
Customer Supplied Type I Ford F550 4x2 Die+E13:E25sel chassis plus Customers ambulance module	AM20SE11	First Priority	10%
Customer Supplied Type I Ford F550 4x4 Diesel chassis plus Customers ambulance module	AM20SE12	First Priority	10%
Customer Supplied Type I Med Duty F600 Diesel chassis plus Customers ambulance module	AM20SE23	First Priority	10%
Customer Supplied Type I Med Duty Freightliner Diesel chassis plus Customers ambulance module	AM20SE22	First Priority	10%
Customer Supplied Type I Med Duty International Diesel chassis plus Customers ambulance module	AM20SE21	First Priority	10%
Customer Supplied Type III Chev G3500 chassis plus Customers ambulance module	AM20SE03	First Priority	10%

Customer Supplied Type III Chev G4500 chassis plus Customers ambulance module	AM20SE04	First Priority	10%
Customer Supplied Type III Ford E350 chassis plus Customers ambulance module	AM20SE01	First Priority	10%
Customer Supplied Type III Ford E450 chassis Customers ambulance module	AM20SE02	First Priority	10%
Discount of 3M Graphics Material Published MSRP Pricing	VARIES	3M Company	6%
Discount off Brigade Camera Published MSRP Pricing	VARIES	Brigade Camera	6%
Discount off Buckstop Published MSRP Pricing	VARIES	Buckstop	6%
Discount off CompX Lock Products Published MSRP Pricing	VARIES	CompX	6%
Discount off Cradlepoint Published MSRP Pricing	VARIES	CradlePoint	6%
Discount off Firecom Published MSRP Pricing	VARIES	Firecom	6%
Discount off Gamber Johnson Published MSRP Pricing	VARIES	Gamber Johnson	6%
Discount off Knox Products Published MSRP Pricing	VARIES	Knox	6%
Discount off Kussmaul Published MSRP Pricing	VARIES	Kussmaul	6%
Discount off Liquid Spring Products Published MSRP Pricing	VARIES	Liquid Spring	6%
Discount off OnSpot Products Published MSRP Pricing	VARIES	OnSpot	6%
Discount off Oralite Graphics Products Published MSRP Pricing	VARIES	Oralite	6%
Discount off Progressive Dynamics Published MSRP Pricing	VARIES	Progressive Dynamics	6%
Discount off Rosco Vision Published MSRP Pricing	VARIES	Rosco Vision	6%
Discount off Sound Off Published MSRP Pricing	VARIES	Sound Off	15%
Discount off Technimount Published MSRP Pricing	VARIES	Technimount	6%
Discount off Warn Published MSRP Pricing	VARIES	Warn	6%
Discount off Westin Published MSRP Pricing	VARIES	Westin	6%
Discount off Whelen Published MSRP Pricing	VARIES	Whelen	10%
Discount off Willburt Published MSRP Pricing	VARIES	Willburt	6%
DODGE DURANGO PURSUIT, AWD, BASE WARNING LIGHT PACKAGE, SHORELINE CHARGING	VCICONV06	VCI Emergency Vehicle Specialists	5%
Dodge RAM Type-I Remount Standard Package - NON-OSAGE MODULE		Osage	12%
Dodge RAM Type-I Remount Standard Package - OSAGE MODULE		Osage	12%
E-Series T-III Remount Standard Package - NON-OSAGE MODULE		Osage	12%
E-Series T-III Remount Standard Package - OSAGE MODULE		Osage	12%
E450 ENCLOSED COMPARTMENTALIZED BODY FOR CRIME SCENE INVESTIGATION	CF013CRIME SCENE INVESTIGATIVE UNIT	Chastang Enterprises-Houston, LLC	5%
ELECTRIC TRANSIT SUPPORT UNIT WITH CUSTOM INTERIOR AND SHELVING; GRAPHICS	CF020 E-TRANSIT SUPPORT VEHICLE	Chastang Enterprises-Houston, LLC	5%
Emergency Response Unit, Ford F550, 108" walk-around steel body, 7 compartments, painted, console, emergency lighting.	AM2XSB01	First Priority	10%
Emergency Response Unit, Ford F550, 144" walk-around steel body, 9 compartment, painted, console, emergency lighting.	AM2XSB02	First Priority	10%
Emergency Response Unit, Freightliner Medium Duty Chassis with 20ft length custom aluminum apparatus body, 10 compartments, roll doors, painted, console, emergency lighting.	AM2XSB08	First Priority	10%
EOD MOBILE COMMAND UNIT ON A COMMERCIAL CUTAWAY VAN WITH 14' LONG LOAD SPACE CUSTOM DRY VAN BODY. LED EMERGENCY LIGHTING. ONE WORKSTATION WITH CHAIR. ROBOT STORAGE WITH TIE DOWNS AND FOLDING RAMP AT REAR OF VEHICLE. REFRIGERATOR. CUSTOM FABRICATED ALUMINUM CABINETS FOR VARIOUS STORAGE USES. HVAC, AC ELECTRICAL SYSTEM WITH 2800 WATT INVERTER, 12VDC ELECTRICAL SYSTEM. BRED W/IDM FOR CUSTOMER SUPPLIER	SS23EEQ-CC	Ford	3.70%

12VDC ELECTRICAL SYSTEM. PREP WIRING FOR CUSTOMER SUPPLIED RADIOS.

EOD/MOBILE COMMAND CENTER. CONVENTIONAL CAB CHASSIS, 33,000-LB GVWR, 330 HP, ALLISON 3000 EVS TRANSMISSION, DUAL 40/50 GAL FUEL TANKS, 12 KW GENERATOR, ELECTRIC WINCH, SIDE LIFT GATE, GRAPHICS, BACK-UP CAMERA, DOOR AJAR LIGHT, REFRIGERATOR, 2 CHAIRS, ALUMINUM CABINETS, 2 AIR CONDITIONERS, 2 TRIPOD LIGHTS, LIGHT TOWER, 4 LED TVS, DVR, PREWIRE DSS RECEIVER, TV ANTENNA, MODULATED VIDEO SYSTEM, 26 FT MAST W/NETWORK CAMERA, 3 RADIO PREWIRES, 2 LAND LINE PHONES, 2 FIXED WIRELESS PREPS, COMPUTER NETWORK, MULTI-FUNCTION PRINTER, ALARM SYSTEM, WEATHER STATION, GPS, EXTERIOR COMPARTMENTS, AWNING, ROOF ACCESS LADDER, LEVELING SYSTEM. CUSTOM FABRICATED CAB CONSOLE. INCLUDES ROBOT STORAGE AREA.	EODMCC241954	International	3.70%
EXPEDITION XL SSV COMMAND UNIT WITH EMERGENCY LIGHTING; GRAPHICS	CF005 EXPEDITION SSV EVS COMMAND UNIT	Chastang Enterprises-Houston, LLC	5%
EXPLORER POLICE INTERCEPTOR COMMAND UNIT WITH EMERGENCY LIGHTING, GRAPHICS	CF006 EXPLORER INTERCEPTOR EVS COMMAND UNIT	Chastang Enterprises-Houston, LLC	5%
Express Plus Type I: Chevy 4500HD 4x2 / 165"WB / 72"HR/150"L Full Seam	BEP1-C	Braun	5.0%
Express Plus Type I: Dodge Ram R-4500 4x2 / 168.5" Wheelbase / 72" Headroom / 150"L Full Seam Welded Module - Sliding Side Door / Diesel	BEP1-D	Braun	5.0%
Express Plus Type I: Ford F-450 4x2 / 169" Wheelbase / 72" Headroom / 150"L Full Seam Welded Module - Sliding Side Door / Diesel	BEP1-F	Braun	5.0%
Express Type III: Chevy G-3500 4x2 / 139" Wheelbase / 68" Headroom / 144"L Full Seam Welded Module - Sliding Side Door / Gas	BEP111-C	Braun	5.0%
Express Type III: Ford E-350 4x2 / 138" Wheelbase / 68" Headroom / 144"L Full Seam Welded Module - Sliding Side Door / Gas	BEP111-F	Braun	5.0%
EXTENDED CAB CHASSIS, DIESEL, 2WD, 26,000-LB GVWR, 300 HP, ALLISON 2500 EVS TRANSMISSION, DUAL 50 GAL FUEL TANKS, 8 KW GENERATOR, ROBOT RAMP & STORAGE W/FLOOR TIE DOWNS, CRAWL THROUGH, BACKUP CAMERA, ALUMINUM CABINETS, CUSTOM CONSOLE IN CAB, WORKSTATION W/OFFICE CHAIR, BENCH SEATING, 1 PRV, 2 AIR CONDITONERS, 1 ELECTRIC HEATER, 1 DIESEL FURNACE, 3 TVS/1 DVR, PREWIRE 2 RADIOS, PREWIRE ROBOT ANTENNA, ALARM SYSTEM, EMERGENCY LIGHTING, SCENE LIGHTS, AWNING, EXTERIOR WORKSTATION	EODMCC202174	Freightliner	3.70%
F-Series T-I Remount Standard Package - NON-OSAGE MODULE		Osage	12%
F-Series T-I Remount Standard Package - OSAGE MODULE		Osage	12%
F150 Lightning EV Response	FL-EV-F150-RSP	FastLane	6%
F150 Lightning EV Command	FL-EV-F150-CMD	FastLane	6%
F150 POLICE RESPONDER EQUIPPED WITH EMERGENCY LIGHTING AND GRAPHICS	CF001 F150 RESPONDER RAPID RESPONSE / COMMAND	Chastang Enterprises-Houston, LLC	5%
F150 SPECIAL SERVICE VEHICLE WITH EMERGENCY LIGHTING; GRAPHICS	CF004 F150 SSV QUICK RESPOSE UNIT	Chastang Enterprises-Houston, LLC	5%
F250 RESPONSE COMMAND VEHICLE; GAS ENGINE	CF002 F250 RAPID RESPONSE / SCENE COMMANDER UNIT	Chastang Enterprises-Houston, LLC	5%
F350 9' CRIME SCENE UNIT; TRANSPORTATION AND STORAGE OF CRIME SCENE INVESTIGATIVE EQUIPMENT	CF014 CRIME SCENE INVESTIGATIVE UNIT	Chastang Enterprises-Houston, LLC	5%
F350 RESPONSE / RESCUE ; GAS ENGINE	CF003 F350 RESPONSE UNIT	Chastang Enterprises-Houston, LLC	5%
F550 ASSESS EMERGENCY OR DISASTER STUATION FROM AN ELEVATED VANTAGE POINT	CF019 DISASTER ASSESSMENT VEHICLE	Chastang Enterprises-Houston, LLC	5%
F550 WITH 12' TEMPERATURE CONTROLLED BODY; WALL MOUNTED GURNFYD AND 1 IFF SUPPORT FOR CASUALTY REMOVAL FROM A	CF007 EPEU - FMFRGFNCY	Chastang Enterprises-	5%

DISASTER AREA	PATIENT EVACUATION	Houston, LLC	
F600 WITH 12' REFRIGETATED TO MORGUE LEVEL DESIGNED TO TRANSPORT OR PROVIDE STORAGE FOR DISASTER CASUALTIES	CF008 CEU - CADAVER EVACUATION UNIT	Chastang Enterprises-Houston, LLC	5%
F750 WITH CUSTOM HIGH WATER RESCUE BODY	CF010 F750 HIGH WATER RESCUE	Chastang Enterprises-Houston, LLC	5%
Fast Response Vehicle, Dual Rear Wheel, 10' Steel Formed Body, Ford F550, Front Console, LED Lighting Package	10-75-FRV-10SF-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 10' Steel Formed Body, GM 5500, Front Console, LED Lighting Package	10-75-FRV-10SF-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 10' Steel Formed Body, Ram 5500, Front Console, LED Lighting Package	10-75-FRV-10SF-RM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12' Steel Formed Body, Ford F550, Front Console, LED Lighting Package	10-75-FRV-12SF-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12' Steel Formed Body, GM 5500, Front Console, LED Lighting Package	10-75-FRV-12SF-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12' Steel Formed Body, Ram 5500, Front Console, LED Lighting Package	10-75-FRV-12SF-RM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 10' Aluminum Extruded Body, Ford F550, Front Console, LED Lighting Package	10-75-FRV-10AE-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 10' Aluminum Extruded Body, GM 5500, Front Console, LED Lighting Package	10-75-FRV-10AE-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 10' Aluminum Extruded Body, Ram 5500, Front Console, LED Lighting Package	10-75-FRV-10AE-RM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12' Aluminum Extruded Body, Ford F550, Front Console, LED Lighting Package	10-75-FRV-12AE-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12' Aluminum Extruded Body, GM 5500, Front Console, LED Lighting Package	10-75-FRV-12AE-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12' Aluminum Extruded Body, Ram 5500, Front Console, LED Lighting Package	10-75-FRV-12AE-RM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12" Aluminum Formed Body, Ford F550, Front Console, LED Lighting Package	10-75-FRV-12AF-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12" Aluminum Formed Body, GM 5500, Front Console, LED Lighting Package	10-75-FRV-12AF-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12" Aluminum Formed Body, Ram 5500, Front Console, LED Lighting Package	10-75-FRV-12AF-RM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Aluminum Extruded Body, Ford F550, Front Console, LED Lighting Package	10-75-FRV-9AE-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Aluminum Extruded Body, GM 5500, Front Console, LED Lighting Package	10-75-FRV-9AE-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Aluminum Extruded Body, Ram 5500, Front Console, LED Lighting Package	10-75-FRV-9AE-RM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Aluminum Formed Body, Ford	10-75-FRV-9AF-FD	10-75	10%

F550, Front Console, LED Lighting Package		Emergency Vehicles	
Fast Response Vehicle, Dual Rear Wheel, 9' Aluminum Formed Body, GM 5500, Front Console, LED Lighting Package	10-75-FRV-9AF-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Aluminum Formed Body, Ram 5500, Front Console, LED Lighting Package	10-75-FRV-9AF-RM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Steel Formed Body, Ford F550, Front Console, LED Lighting Package	10-75-FRV-9SF-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Steel Formed Body, GM 5500, Front Console, LED Lighting Package	10-75-FRV-9SF-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Steel Formed Body, Ram 5500, Front Console, LED Lighting Package	10-75-FRV-9SF-RM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Single Rear Wheel, 7' Aluminum Formed Body, Ford F350, Front Console, LED Lighting Package	10-75-FRV-7AF-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Single Rear Wheel, 7' Aluminum Formed Body, GM 3500, Front Console, LED Lighting Package	10-75-FRV-7AF-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Single Rear Wheel, 7' Aluminum Formed Body, Ram 3500, Front Console, LED Lighting Package	10-75-FRV-7AF-RM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Single Rear Wheel, 8' Aluminum Formed Body, Ford F350, Front Console, LED Lighting Package	10-75-FRV-8AF-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Single Rear Wheel, 8' Aluminum Formed Body, GM 3500, Front Console, LED Lighting Package	10-75-FRV-8AF-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Single Rear Wheel, 8' Aluminum Formed Body, Ram 3500, Front Console, LED Lighting Package	10-75-FRV-8AF-RM	10-75 Emergency Vehicles	10%
FastLane Manufactured Parts (% off MSRP)	FLEVPARTS	FastLane	6%
First Responder (UCV) Remount on Customer Provided Chassis	First Responder (UCV) Remount	Frazer, Ltd.	0%
Ford 2148 Warrior I F450 4x2 w/ Liquid Spring - Diesel + Conversion		Osage	12%
Ford 2148 Warrior I F450 4x2 w/ Liquid Spring - Gas + Conversion		Osage	12%
Ford 2148 Warrior I F450 4x4 w/ Liquid Spring - Diesel + Conversion		Osage	12%
Ford 2148 Warrior I F450 4x4 w/ Liquid Spring - Gas + Conversion		Osage	12%
Ford 2148 Warrior III E350 - GAS + Conversion		Osage	12%
Ford 2168 Super Warrior I F550 4x2 w/ Liquid Spring - Diesel + Conversion		Osage	12%
Ford 2168 Super Warrior I F550 4x2 w/ Liquid Spring - Gas + Conversion		Osage	12%
Ford 2168 Super Warrior I F550 4x4 w/ Liquid Spring - Diesel + Conversion		Osage	12%
Ford 2168 Super Warrior I F550 4x4 w/ Liquid Spring - Gas + Conversion		Osage	12%
Ford 2168 Super-Warrior III E450 GAS + Conversion		Osage	12%
FORD 550 WITH 11' BODY AND GENERATOR POWER AND HOOK UPS DESIGNED TO POWER A COMMAND STATION	CF016 DPU - DISASTER POWER UNIT	Chastang Enterprises-Houston, LLC	5%
Ford E-350 Gas 4x2 Cutaway Cab-80"CA w/ Steel wheels	Type III - 14'	Frazer, Ltd.	0%
Ford E-350 Gas 4x2 Cutaway Cab-80"CA w/ Steel wheels	Type III - 12'XT	Frazer, Ltd.	0%
Ford E-350 Gas 4x2 Cutaway Cab-80"CA w/ Steel wheels	Type III - 12'	Frazer, Ltd.	0%
Ford E-350 Gas 4x2 Cutaway Cab-80"CA w/ Steel wheels	Type III - 12' Remount	Frazer, Ltd.	0%
Ford E-350 Paraliner Type I 147" Body NA 78	Paraliner	Life Line	3%
Ford E-350 Paraliner Type III 147" Body NA 74	Paraliner	Life Line	3%

Ford E-450 - Gas	Type III	Excellance	1.00%
Ford E-450 100" CA, 166" Box - Gas	Type IIIL	Excellance	1.00%
Ford E-450 Gas 4x2 Cutaway Cab-100"CA w/ Steel wheels	Type III - 14' Remount	Frazer, Ltd.	0%
Ford E-450 Gas 4x2 Cutaway Cab-100"CA w/ Steel wheels	Type III - 12'	Frazer, Ltd.	0%
Ford E-450 Gas 4x2 Cutaway Cab-100"CA w/ Steel wheels	Type III - 12'XT	Frazer, Ltd.	0%
Ford E-450 Gas 4x2 Cutaway Cab-100"CA w/ Steel wheels	Type III - 14'	Frazer, Ltd.	0%
Ford E-450 Superliner Type III 167" Body NA 70	Superliner	Life Line	3%
Ford E-450 Superliner Type III 171" Body NA 71	Superliner	Life Line	3%
Ford E-450 Victoryliner Type III 167" Body NA 76	Victoryliner	Life Line	3%
FORD EXPEDITION MAX SSV CONVERSION, 4WD, BASE WARNING LIGHT PACKAGE, SHORELINE CHARGING	VCICONV03	VCI Emergency Vehicle Specialists	5%
Ford Expedition MAX, Command Vehicle, Console, Rear Command Cabinet, LED Lighting Package	10-75-SUV-COM-EXMAX	10-75 Emergency Vehicles	10%
FORD EXPEDITION SSV CONVERSION, 4WD, BASE WARNING LIGHT PACKAGE, SHORELINE CHARGING	VCICONV02	VCI Emergency Vehicle Specialists	5%
Ford Expedition, Command Vehicle, Console, Rear Command Cabinet, LED Lighting Package	10-75-SUV-COM-EX	10-75 Emergency Vehicles	10%
Ford Expedition, EMS Response Vehicle, Console, Rear Storage Cabinet, LED Lighting Package	10-75-SUV-ERS-EX	10-75 Emergency Vehicles	10%
FORD F-150 CREW CAB SSV CONVERSION, 4WD, BASE WARNING LIGHT PACKAGE, SHORELINE CHARGING	VCICONV04	VCI Emergency Vehicle Specialists	5%
Ford F-350 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Ford F-350 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Ford F-350 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Ford F-350 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Ford F-350 Diesel 4x4 Super Cab-60"CA w/ Steel wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Ford F-350 Diesel 4x4 Super Cab-60"CA w/ Steel wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 4x2 - Diesel	Type I	Excellance	1.00%
Ford F-450 4x2 108" CA, 172" Box - Diesel	Type IL	Excellance	1.00%

Ford F-450 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ AL wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ AL wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ AL wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Aluminum wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Aluminum wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Aluminum wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
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Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Remount	Frazer, Ltd.	0%
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Ford F-450 Diesel 4x4 Super Cab-84"CA w/ AL wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Super Cab-84"CA w/ AL wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Super Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%

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Ford F-450 Gas 4x2 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Ford F-450 Gas 4x2 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
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Ford F-450 Gas 4x2 Reg Cab-108"CA w/ AL wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-450 Gas 4x2 Reg Cab-108"CA w/ AL wheels	Type I - 14'	Frazer, Ltd.	0%
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Ford F-450 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14'	Frazer, Ltd.	0%
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Ford F-450 Gas 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-84"CA w/ AL wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-84"CA w/ AL wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-84"CA w/ AL wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Super Cab-60"CA w/ Steel wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
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Ford F-450 Gas 4x4 Super Cab-84"CA w/ Aluminum wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Super Cab-84"CA w/ Aluminum wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Super Cab-84"CA w/ Aluminum wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Super Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Super Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Super Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Paraliner Type I 147" Body 4 x 2 Diesel	Paraliner	Life Line	3%
Ford F-450 Paraliner Type I 147" Body 4 x 2 Gas	Paraliner	Life Line	3%
Ford F-450 Paraliner Type I 147" Body 4 x 4 Diesel	Paraliner	Life Line	3%
Ford F-450 Paraliner Type I 147" Body 4 x 4 Gas	Paraliner	Life Line	3%
Ford F-450 Superliner Type I 167" Body 4 x 2 Diese	Superliner	Life Line	3%
Ford F-450 Superliner Type I 167" Body 4 x 2 Gas	Superliner	Life Line	3%
Ford F-450 Superliner Type I 167" Body 4 x 4 Diese	Superliner	Life Line	3%
Ford F-450 Superliner Type I 167" Body 4 x 4 Gas	Superliner	Life Line	3%
Ford F-450 Superliner Type I 171" Body 4 x 2 Diese	Superliner	Life Line	3%
Ford F-450 Superliner Type I 171" Body 4 x 2 Gas	Superliner	Life Line	3%
Ford F-450 Superliner Type I 171" Body 4 x 4 Diese	Superliner	Life Line	3%
Ford F-450 Superliner Type I 171" Body 4 x 4 Gas	Superliner	Life Line	3%
Ford F-450 Victoryliner Type I 167" Body 4 x 2 Die	Victoryliner	Life Line	3%
Ford F-450 Victoryliner Type I 167" Body 4 x 2 Gas	Victoryliner	Life Line	3%
Ford F-450 Victoryliner Type I 167" Body 4 x 4 Die	Victoryliner	Life Line	3%
Ford F-450 Victoryliner Type I 167" Body 4 x 4 Gas	Victoryliner	Life Line	3%
Ford F-550 4x4 Fully Armored EMG Response Command Vehicle	Guardian	FLYMOTION, LLC	2%
Ford F-550 Diesel 4x2 Reg Cab-108"CA w/ AL wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Reg Cab-108"CA w/ AL wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Reg Cab-108"CA w/ AL wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Reg Cab-108"CA w/ AL wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Remount	Frazer, Ltd.	0%
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Ford F-550 Diesel 4x2 Reg Cab-84"CA w/ AL wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Reg Cab-84"CA w/ AL wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Super Cab-84"CA w/ Aluminum wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Super Cab-84"CA w/ Aluminum wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Super Cab-84"CA w/ Aluminum wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Super Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Super Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Super Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14' Mobile	Frazer, Ltd.	0%

	Training Unit		
Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-550 Diesel 4x4 Reg Cab-84"CA w/ AL wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-550 Diesel 4x4 Reg Cab-84"CA w/ AL wheels	Type I - 12'	Frazer, Ltd.	0%
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Ford F-550 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-550 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-550 Diesel 4x4 Super Cab-84"CA w/ Aluminum wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-550 Diesel 4x4 Super Cab-84"CA w/ Aluminum wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-550 Diesel 4x4 Super Cab-84"CA w/ Aluminum wheels	Type I - 12'XT	Frazer, Ltd.	0%
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Ford F-550 Diesel 4x4 Super Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 16, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **January 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that H-GAC, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, H-GAC's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. L. Riddle', written in a cursive style.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 30, 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 UMS Metal Fabricators, Inc for 12 8ft stainless steel baggage tables for Cruise Terminal.

Amount of Contract:

\$66,000.00

Funding Source

Capital - Cruise Terminal Equipment & Maintenance

ATTACHMENTS:

1. 20251211 UMS Agenda Package POs

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 16 December 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 UMS Metal Fabricators, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to UMS Metal Fabricators, Inc for 12 8ft stainless steel
baggage tables for Cruise Terminal.
Capital - Cruise Terminal Equipment & Maintenance

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$66,000.00

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 6011.

How many bidders received bid packages (if applicable): 15 + web

How many bidders submitted bids (if applicable): 2

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>2549</u>	2026	(F6020) CRUISE TERMINAL	12 8FT STAINLESS STEEL BAGGAGE TABLES FOR CRUISE TERMINAL (SEALED BID 6011)	\$66,000.00	<u>(300105) UMS METAL FABRICATORS, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002549-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105paij Status: Approved	Page 1
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Vendor
 UMS METAL FABRICATORS, INC
 958 S. CONCEPTION ST.

Ship To
 CRUISE TERMINAL
 201 SOUTH WATER ST

MOBILE, AL 36603, AL 36603

MOBILE, AL 36602
 DAWN.SEESE@CITYOFMOBILE.ORG

Tel#2514546258

Delivery Reference
 DAWN SEESE

Deliver To
 CRUISE TERMINAL
 201 SOUTH WATER ST

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/07/25	300105				CRUISE TERMINAL

LN Description / Account	Qty	Unit Price	Net Price
001 8 FOOT STAINLESS STEEL BAGGAGE TABLE 8 FT LONG X 52 INCHES WIDE X 36 INCHES HIGH 301 STAINLESS STEEL SURFACE OVER 1 1/2" MDF WOOD BASE. STEEL LEGS WITH SCREWABLE HEIGHT ADJUSTMENT BASE ON ALL LEGS. TABLE TO BE CONSTRUCTED AS PER SPECIFICATIONS IN CITY OF MOBILE BID #6011. TABLES MAY BE DELIVERED AND BILLED AS THEY ARE COMPLETED AS PER CITY OF MOBILE BID #6011 AND YOUR QUOTE.	12.00 EACH	5500.00000	66000.00

1 2000.80.00.0000.0000.0000.0000.47010. E C0259 .CAPEQUIPMT.	66000.00
---	----------

Ship To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602
 Delivery Reference
 DAWN SEESE

Deliver To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602

[Requisition Link](#)

Requisition Total

66000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002549-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105paij Status: Approved	Page 2
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Vendor UMS METAL FABRICATORS, INC 958 S. CONCEPTION ST. MOBILE, AL 36603, AL 36603 Tel#2514546258	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 DAWN.SEESE@CITYOFMOBILE.ORG Delivery Reference DAWN SEESE Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/07/25	300105				CRUISE TERMINAL

LN Description / Account	Qty	Unit Price	Net Price
***** Project Ledger Summary Section *****			
Account		Amount	Remaining Budget
E C0259 .CAPEQUIPMT.		66000.00	54418.46

***** General Ledger Summary Section *****			
Account		Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.		66000.00	
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)			

***** Approval/Conversion Info *****			
Activity	Date	Clerk	Comment
Approved	10/09/25	SCOTT COLLINS	
Approved	10/09/25	BRENDA RHODES	
Approved	10/09/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	10/09/25	RELYA MALLORY	Auto approved by: 910511034
Approved	12/10/25	DONALD ROSE	Auto approved by: 9105paij
Approved	12/10/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	12/10/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	12/10/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	12/10/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	12/10/25	JOHN PAINE	

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID #6011
BAGGAGE PICK UP TABLES

VENDOR	UMS FABRICATION INC	GORAM MECHANICAL
TABLE	\$5,500.00 ea.	\$10,950.00 ea.
DELIVERY	12 Weeks	4 Weeks

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: 002

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

DATE 11/07/2025	BID NO. 6011	DEPARTMENT Cruise Terminal	Commodities to be delivered F.O.B. Mobile to: To Be Specified
---------------------------	------------------------	--------------------------------------	---

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

12:01 PM, Friday, November 21, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
12 ea.	BAGGAGE PICK UP TABLES 8-Foot x 52-Inches Baggage Pick Up Tables as per the following and attached specifications. Vendor will be responsible for fabricating, delivering to, setting up and placing the tables at the Mobile Cruise Terminal. Price per table delivered and set up: \$ _____/each Time to deliver after receipt of Purchase Order: _____ Delivery, as well as price, may be a consideration in the award of this bid. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.					
			TOTAL			

Page 1 of 2

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

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. <u>CONE OF SILENCE.</u> From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request Page 3 of 3 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. Price to be good for a four (4) month period following award of the bid. 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.

TABLE SPECIFICATIONS

8-Foot Long by 52-Inches Wide

Frame to be carbon steel, sandblasted, primed, and powder-coated silver.

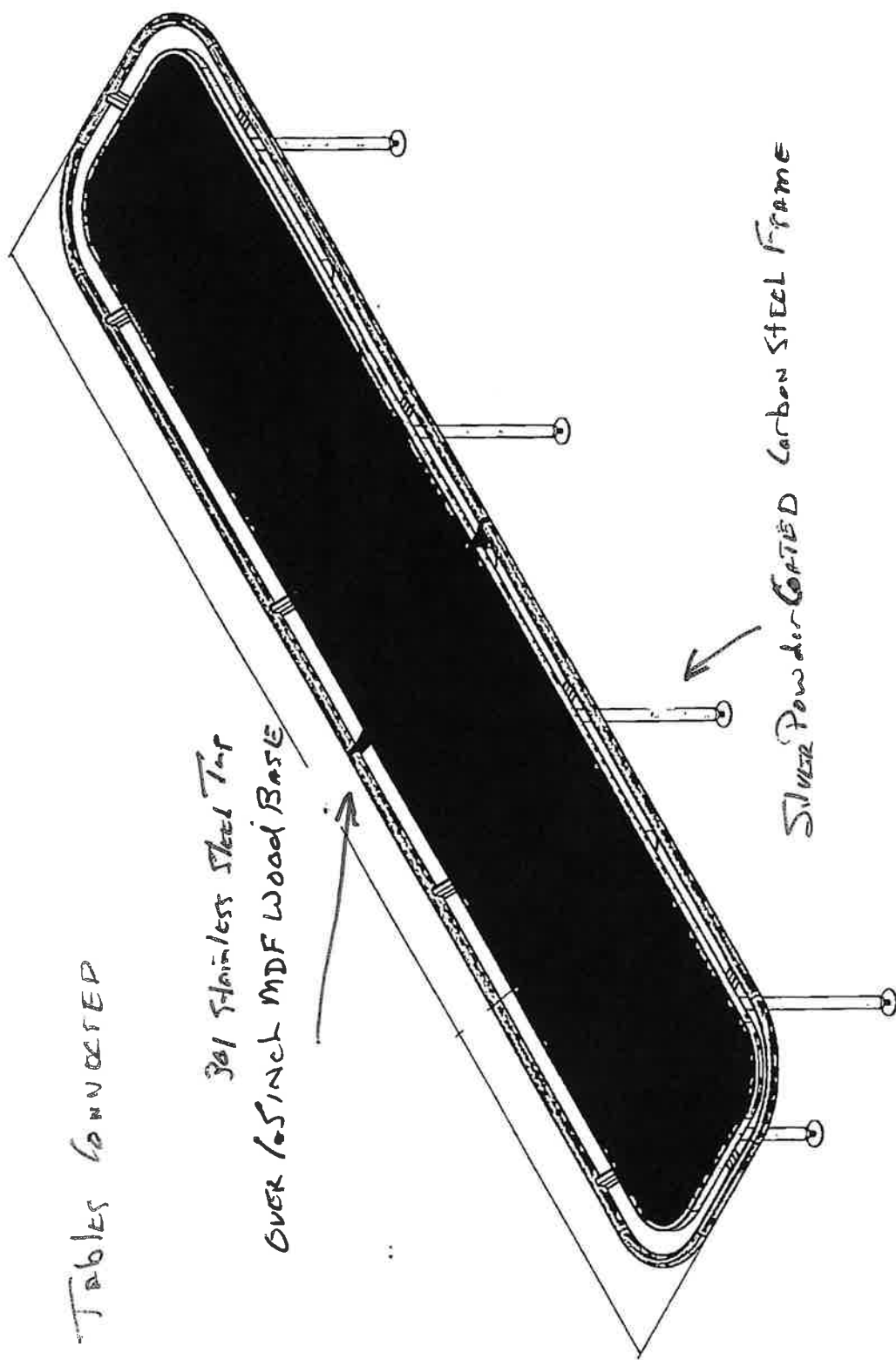
Flat surface of table to be a 301 Stainless Steel Top over a 1.5 inch MDF wood base.

Table legs to have screw-adjustable legs.

One end of the table to be square to be able to butt-up to another to create a longer table if needed.

Vendor will deliver and set up tables and remove and dispose of any packing materials.

Table height to be 36 inches.

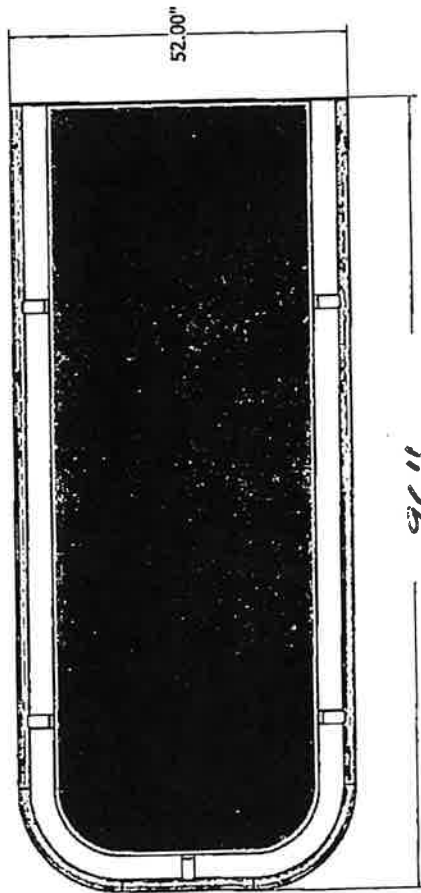
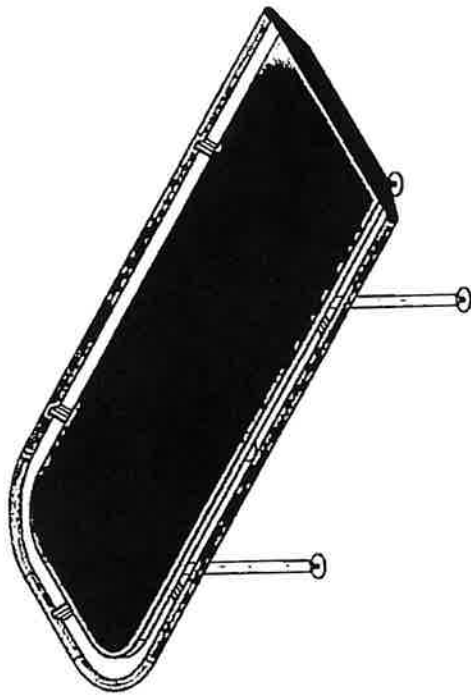


Tables CONNOCTED

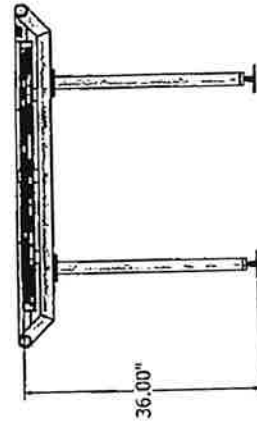
301 Stainless Steel Top

OVER 1/2 INCH MDF WOOD BASE

SILVER POWDER COATED CARBON STEEL FRAME



8 FT. 0 IN



TO HAVE SCREW
ADJUSTABLE FEET







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: December 30, 2025

Submitted by:

Scott Kearney, Chief Technology Officer

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Re-allocate \$21,724.90 in Capital Improvement Fund (2000) from Capital Project C0078 – IT Improvements & Upgrades to Capital Project F746-001 – MIT Renovations for restroom and foyer renovations in the Technology Building at 651 Church Street.

Amount of Contract:

\$21,724.90

Funding Source

Capital Project # C0078 (allocated from Cap Improv Fund)

ATTACHMENTS:

1. Resolution for Funds Transfers - C0078
2. Budget Transfer Request Form - C0078_Signed

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$21,724.90 in Capital Improvement Fund (2000) be re-allocated from Capital Project C0078 – IT Improvements & Upgrades to Capital Project F746-001 – MIT Renovations for restroom and foyer renovations in the Technology Building at 651 Church Street.

Adopted:

City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Scott Kearney DEPT. 5000

DATE OF REQUEST: 11/21/2025

BUDGET TRANSFER: ☐ (from one project to another)

DISTRICT#: 2

REQUEST: Please transfer \$ 21,724.90

FROM CAPITAL PROJECT#: C0078 (allocated from Cap Improv Fund)

CAPITAL PROJECT NAME: IT-IMPROVEMENTS & UPGRADES

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: F746-001

PROJECT NAME: MIT RENOVATIONS

DEPT. PROJECT#: _____


Employee signature


Approval signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 30, 2025

Submitted by:

Scott Kearney, Chief Technology Officer

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Reallocate \$23,275.10 in Capital Improvement Fund (2000) from Capital Project C0620 – IT Technical & Infrastructure Upgrades to Capital Project F746-001 – MIT Renovations for restroom and foyer renovations in the Technology Building at 651 Church Street.

Amount of Contract:

\$23,275.10

Funding Source

Capital Project # C0620 (allocated from Cap Improv Fund)

ATTACHMENTS:

1. Resolution for Funds Transfers - C0620
2. Budget Transfer Request Form - C0620_Signed

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$23,275.10 in Capital Improvement Fund (2000) be re-allocated from Capital Project C0620 – IT Technical & Infrastructure Upgrades to Capital Project F746-001 – MIT Renovations for restroom and foyer renovations in the Technology Building at 651 Church Street.

Adopted:

City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Scott Kearney DEPT. 5000

DATE OF REQUEST: 11/21/2025

BUDGET TRANSFER: ☐ (from one project to another)

DISTRICT#: 2

REQUEST: Please transfer \$ 23,275.10

FROM CAPITAL PROJECT#: C0620 (allocated from Cap Improv Fund)

CAPITAL PROJECT NAME: IT TECHNICAL & INFRASTRUCT UPGRADES

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: F746-001

PROJECT NAME: MIT RENOVATIONS

DEPT. PROJECT#: _____


Employee signature


Approval signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 30, 2025

Submitted by:

Lance Slater, Chief Resilience Officer
Kelsi Tippery, Grants Developer

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Authorize Professional Services contract with WSP USA, Inc. for Naturally Mobile Project, funded by GCEEC grant award; NTE \$145,350

Amount of Contract:

\$145,350

Funding Source

Gulf Coast Environmental Equity Center Grant

ATTACHMENTS:

1. RESOLUTION-Contract_with_WSP
2. Naturally Mobile Combined Contract 12012025
3. Gulf Coast Environmental Equity Center Grant-Subaward Amendment 01

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, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Professional Services Contract, by and between the City of Mobile and the company listed below, for work as outlined in contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: WSP USA, Inc.

Not to Exceed Cost: \$145,350.00

Adopted:

City Clerk



DESIGN PROFESSIONAL CONTRACT

NATURALLY MOBILE
CITY OF MOBILE, NATURALLY MOBILE

PROJECT NO. 2026-1500-01

ENGINEER:
WSP USA, Inc.



DESIGN PROFESSIONAL SERVICES CONTRACT

This AGREEMENT made and entered into as of the last date of execution by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **WSP USA, INC.** (hereinafter called the “ENGINEER”).

This Agreement, including its Exhibits attached hereto, all incorporated herein, represents the entire agreement between Engineer 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. Engineer and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, **WSP USA, INC.** is uniquely qualified in the business of professional engineering and green infrastructure implementation.

WHEREAS, the City of Mobile desires to engage **WSP USA, INC.** based upon its professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the

City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

ENGINEER - The engineering company assigned to perform engineering for this PROJECT. The engineering company so assigned to this PROJECT is **WSP USA, INC.**

NOTICE TO PROCEED - A written notice to proceed issued by the Chief Resilience Officer as set out in Section III.

PROJECT –Naturally Mobile Project, City of Mobile Project No. 2026-1500-01.

The purpose of this project is to develop materials that will educate and promote the use of green infrastructure in an initiative known as Naturally Mobile. Naturally Mobile will be the City of Mobile’s first outreach initiative related to green infrastructure. The initiative targets residents, business owners, and local officials.

II. SCOPE OF SERVICES TO BE PERFORMED

A. Under the City of Mobile’s *Naturally Mobile* initiative the Engineer will provide professional services to develop and deliver the following products:

1. **Green Infrastructure Guide and Checklist** – A comprehensive resource for Mobile residents outlining practical steps to implement green infrastructure, assess appropriate solutions for local hazards, and understand relative costs of various green infrastructure options.
2. **Green Infrastructure Practicability Assessment** – A detailed case study focused on US-90, including the design and modeling of green infrastructure installations to mitigate flood and heat risks.
3. **Public Engagement Materials** – Development of educational and outreach materials to promote understanding and adoption of green infrastructure, including social media content, presentations, audiovisual products, and a *Naturally Mobile* logo and branding package.

These services will support community education, infrastructure planning, and sustainable development within the City of Mobile.

B. The Engineer shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession.

C. The Engineer agrees to diligently provide all materials, services and labor for the performance of Naturally Mobile Project (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.

D. The Chief Resilience Officer, or his/her designated representative, shall be the City's Project Manager and shall provide specific tasking to the Engineer with respect to these services.

III. TERM OF AGREEMENT

The Services are to be performed beginning January 1, 2026 and continuing through January 1, 2027. This timeline should be flexible and adaptable in the event of any unforeseen and/or changing circumstances, by written agreement, the parties can extend said term.

IV. COMPENSATION

A. The City shall pay the Engineer for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed \$145,350.00 for the entire Project in accordance with Exhibit B, Fee Schedule attached hereto and incorporated herein, upon the completion and acceptance thereof by the City or its duly authorized agent.

B. Notwithstanding the preceding, Engineer shall perform no work under this Contract until receipt of a notice to proceed. Engineer 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.

V. METHOD OF PAYMENT AND ADDITIONAL SERVICES

A. The City shall pay the Engineer through payment issued by City upon receipt of the Engineer's invoice and written approval of same by the City's project manager indicating that services have been rendered in conformity with this Contract.

B. The Engineer shall submit invoices for payment to the City for those specific services provided pursuant to Exhibit B, Fee Schedule, attached hereto and incorporated herein.

C. The Engineer's invoices shall be in a form satisfactory to the project manager who shall initiate disbursements. The Engineer is responsible for providing all necessary documentation that may be required by the City.

D. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Engineer and the City's authorized agent.

E. If the City's project manager requires the Engineer to perform additional services related to this Contract then the Engineer 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 Engineer. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Engineer, the Engineer shall not be entitled to additional compensation.

VI. LIABILITY OF ENGINEER

The ENGINEER shall indemnify and hold harmless CITY, its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City and/or County except as permissible under §41-9A-3, Alabama Code (1975) or subsequent codifications thereof.

VII. ENGINEER'S INSURANCE.

Engineer shall procure and maintain insurance as specified in Exhibit C, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

VIII. RESPONSIBILITIES OF THE ENGINEER

A. The personnel assigned by the Engineer to perform the services of this Contract shall comply with the terms set forth in this Contract. The Engineer 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 Engineer's key personnel must receive the City's project manager's written approval before said changes or substitution can become effective.

B. The Engineer agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

C. The Engineer warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Engineer), 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 Engineer; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

D. Engineer agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Engineer'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 Engineer from consideration for award of future contracts in accordance with Alabama competitive bid law if the Engineer does not abide by the terms of this contract.

F. The Engineer 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.

G. The Engineer 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 Engineer's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

H. The Engineer is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Engineer is not an employee, agent or servant of 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 Engineer's sole direction, supervision and control. The Engineer shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Engineer'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 Engineer shall be solely responsible for providing benefits and insurance to its employees.

IX. TIME FOR PERFORMANCE

The Services are to be performed as of the date of execution by and between the Parties and continuing through January 1, 2027. This timeline should be flexible and adaptable in the event of any unforeseen and/or changing circumstances, by written agreement, the parties can extend said term.

X. FORCE MAJEURE

A. The Engineer 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 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.

XI. OBLIGATIONS OF 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 Engineer all applicable information and technical data in City's possession or control reasonably requested by Engineer 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 Engineer payment requests for approval or rejection. 2. Periodic reviews of the work of the Engineer as necessary for the completion of the Engineer's services during the period of this Agreement.

D. The City shall not provide any services to the Engineer in connection with any claim brought on behalf of or against the Engineer.

XII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Engineer to terminate the services of the Engineer. The City shall pay to the Engineer and the Engineer 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 Engineer 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 Engineer 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 as established herein 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 Engineer and the Engineer 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 Engineer has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Engineer indicating its intention to do so. Payment for work performed prior to the Engineer's abandonment shall be as stated above. Engineer 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 Engineer shall have the right to terminate services in the event of the City failing to pay the Engineer'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 Engineer 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 Engineer's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Engineer's work not delivered or performed as represented in the Engineer'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 Engineer; 5. The Engineer's failure or refusal to perform any other obligation under this Contract.

XIII. 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.

B. In the event dispute discussions are 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. Engineer 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 Engineer shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XIV. VENDOR WARRANTY

A. All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

B. 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 Engineer 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 Engineer shall refund to the City any money which has been paid for same.

C. Engineer warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Engineer's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

D. 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 Engineer as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Engineer agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XV. SUSPENSION/STOP WORK ORDER

A. The City's Department Head may at any time, by written order to the Engineer, require the Engineer 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 Engineer. Upon receipt of such an order, the Engineer 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 Engineer 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 XII A.

B. In the event the City determines to not direct the Engineer to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIII 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 Engineer to resume work within ninety (90) days, the Engineer may terminate this Contract.

XVI. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is Lance Slater or the Director's designated representative.

B. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile

ENGINEER:
[insert]
c/o _____

c/o Lance Slater, Chief Resilience
Officer

As: City's Authorized Agent

P.O Box 1827

Mobile AL 36633

Engineer's Authorized Agent
[Insert Address]

C. Any change in the City's Department Head or the Engineer's Representative will be promptly communicated by the party making the change.

XVII. DEFAULT/ BREACH.

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.

XVIII. 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 Engineer for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Engineer 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 Engineer written notice of such termination. In the event of termination of this Agreement by the City because of the Engineer's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Engineer and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XIX. WITHHOLDING PAYMENT DUE

A. Default by Engineer shall excuse any obligation of City to pay compensation or sums otherwise due Engineer under the agreement. City may withhold any and all sums due if there has been a default or breach by Engineer of any provision of this agreement.

XX. CURE PLAN

A. If Engineer fails to comply with any material provision of this agreement, the City may issue a written notice requiring Engineer to submit a corrective action plan (CAP) within such time as City directs. If Engineer 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.

XXI. 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. Engineer 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, Engineer shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

XXII. ANTI-BOYCOTT

A. Engineer 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.

XXII. NON-DISCRIMINATION

A. Engineer 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.

XXIII. 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 Engineer employs one or more employees within the State of Alabama, Engineer shall provide documentation establishing that Engineer 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.

XXIV. 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 Engineer'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 Engineer 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 Engineer 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 Engineer 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.

U. NON-ASSIGNMENT. The City and Engineer each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.

U. NON-ASSIGNMENT. The City and Engineer each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.

V. This Agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No representations, warranties, or stipulations, either oral or written, are not contained herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

Engineer, WSP USA, Inc.

BY: Brenda A. Powell
Its Authorized Agent

Date: 11/19/2025

Print Name: Brenda A. Powell

ACKNOWLEDGEMENT

The State of Florida }

Leon County }

I, Renee Peck, a Notary Public, in and for said County in said State, hereby certify that Brenda A. Powell, whose name as Authorized Agent of WSP USA Inc. is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 19th day of November, 2025

(Seal)



Renee Peck
Notary Public

CITY OF MOBILE, A Municipal Corporation

BY: _____
Spiro N. Cheriogotis, Mayor

Date: _____

ATTEST:

City Clerk

Date: _____

EXHIBIT A: SCOPE OF SERVICES

EXHIBIT B: FEE SCHEDULE

EXHIBIT C: CITY INSURANCE REQUIRED

EXHIBIT D: SUBCONTRACTING AND MAJOR SUPPLIER PLAN

EXHIBIT E: E-VERIFY DOCUMENTS

Scope of Services

Project Title: Naturally Mobile

The City of Mobile's Naturally Mobile initiative will develop the following products with GCEEC funding:

- A basic guide and checklist for Mobile's residents on how they can implement green infrastructure, assess which green solutions are most practical, and the different types of green infrastructure solutions according to the unique hazards in Mobile and their relative costs;
- An example green infrastructure practicability assessment to mitigate flood and heat risks on US-90 with designs and models of green infrastructure installations along US-90;
- Public engagement materials designed to educate residents on the benefits, types, and considerations of green infrastructure, including social media posts, presentations, audiovisual materials, and a Naturally Mobile logo.

After product development, the City of Mobile will host 1-2 community meetings in each City Council district.

Project Deliverables

- A basic and easy-to-read guide and checklist for Mobile's residents on how they can implement green infrastructure, assess which green solutions are most practical, and the different types of green infrastructure solutions according to the unique hazards in Mobile and the relative cost of implementation, delivered to the City of Mobile in PDF format, Word document format, and 300 printed copies.
- A PDF green infrastructure practicability assessment for US-90 and JPEG or PNG image files of modeled green infrastructure additions along US-90.
- A collection of social media posts, flyers, presentations, and audiovisual materials focused on the benefits, types, and considerations of green infrastructure in Mobile and a Naturally Mobile logo delivered on a thumb drive.

Exhibit B: Fee Schedule

Task #	Task Name		Task Labor		Task	
			Fee	Expense Fee	Task Fee	
	Task 1 Green Infrastructure Guide and Checklist					
1A	Kickoff Meeting and Draft/Final Table of Contents		\$ 5,667.75	\$ 1,800.00	\$	7,467.75
1B	Draft 1 Deliverables and Review Meetings		\$ 43,965.53		\$	43,965.53
1C	Final Deliverables and Review Meetings		\$ 18,205.06	\$ 1,000.00	\$	19,205.06
	Task 2 Green Infrastructure Practicability Assessment					
2A	Kick off Meeting		\$ 2,427.02		\$	2,427.02
2B	Draft 1 Case Study Memo and Concept		\$ 20,293.57		\$	20,293.57
2C	Final Case Study Memo and Concept		\$ 8,628.92		\$	8,628.92
	Task 3 Public Engagement Materials & Events					
3A	Kick off Meeting		\$ 1,331.72		\$	1,331.72
3B	Social Media Posts		\$ 7,639.16		\$	7,639.16
3C	Presentations and Audio Visuals		\$ 10,889.85		\$	10,889.85
3D	Naturally Mobile Logo Development		\$ 9,959.23		\$	9,959.23
3E	Community Meetings		\$ 11,519.40	\$ 2,022.79	\$	13,542.19
	Totals:		\$ 140,527.21	\$ 4,823	\$	145,350.00
Assumptions:						
Task 1A includes airfare and related travel costs for one staff, and mileage for two additional (local) staff						
Tasks 2A and 3A assume up to a 2-hour virtual meeting						
Task 1C includes production expenses for up to 300 color, hard copies of a 10-page document						
Task 3B includes up to 3 social media post creations in Canva (or similar)						
Task 3C includes development of up to 2 presentations in PowerPoint						
Task 3E assumes up to 2 WSP staff to attend up to 10, 1-hour community meetings						
Task 3E includes airfare and related travel costs for one staff, and mileage for two additional (local) staff						
Task 3E assumes that the community meeting(s) locations, logistics, and coordination efforts will be performed primarily by the City						

INSURANCE Professional Service Contracts

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect professional liability insurance issued by a company licensed and qualified to do business in the State of Alabama, in a minimum amount of \$1,000,000, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract, as proof thereof, a certificate of said insurance.

A. For the duration of this Agreement, shall maintain the following minimum amount for each Project:

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

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

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

3. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed.

b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

EXHIBIT C – CITY REQUIRED INSURANCE

4. Automobile Liability Insurance:

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

5. Excess/Umbrella Liability Insurance

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

B. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
2. Additional Insured - All policies of insurance shall be endorsed to name City of Mobile as an Additional Insured.
3. Primary Insurance - All policies of insurance shall be endorsed to provide that all such policies are primary and non-contributing with any other insurance maintained by the City of Mobile.
4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

EXHIBIT C – CITY REQUIRED INSURANCE

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/2025

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 300 Madison Avenue 28th Floor New York NY 10017	CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-994-7020 E-MAIL ADDRESS: GGB.WSPUS.CertRequests@ajg.com FAX (A/C, No):
INSURED WSP USA Inc. One Penn Plaza New York, NY 10119	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Insurance Corporation INSURER B: Zurich American Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1323762470**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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	GLO9835819-12	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 3,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,500,000 GENERAL AGGREGATE \$ 14,000,000 PRODUCTS - COMP/OP AGG \$ 7,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	AS7-621-094060-035	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	WA7-62D-094060-015 WA7-62D-095609-075 WC7-621-094060-915	5/1/2025 5/1/2025 5/1/2025	5/1/2026 5/1/2026 5/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

THIRTY (30) DAYS NOTICE OF CANCELLATION.

Design Professional Contract - Naturally Mobile | Client PROJECT NO. 2026-1500-01

City of Mobile is included as Additional Insured with respect to the General Liability and Automobile Liability policies as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The coverage provided by the General Liability and Automobile Liability policies is primary and any other coverage shall be excess only, not contributing. Waiver of Subrogation applies to Additional Insured with respect to the General Liability, Automobile Liability and Workers Compensation / Employers Liability policies as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**City of Mobile, AL
P.O. Box 1827
Mobile AL 36633-1827

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/2025

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 300 Madison Ave 28th Floor New York NY 10017	CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-994-7020 E-MAIL ADDRESS: ggb.wspus.certrequests@ajg.com FAX (A/C, No):
INSURED WSP USA Inc. One Penn Plaza New York, NY 10119	INSURER(S) AFFORDING COVERAGE INSURER A : QBE Specialty Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
	NAIC # 11515

COVERAGES**CERTIFICATE NUMBER:** 634623580**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	Professional Liability CLAIMS-MADE			QPL0022630	11/1/2025	10/31/2026	Per Claim Aggregate \$1,000,000 \$1,000,000

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

THIRTY (30) DAYS NOTICE OF CANCELLATION.

Design Professional Contract – Naturally Mobile | Client PROJECT NO. 2026-1500-01

CERTIFICATE HOLDER**CANCELLATION**City of Mobile, AL
P.O. Box 1827
Mobile AL 36633-1827

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

AUTHORIZED REPRESENTATIVE

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

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "**DBEs**": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "**Good Faith**" **Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
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251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	WSP USA Inc.
Address	One Penn Plaza, 4th Floor New York, NY 10119
Telephone	(850) 491-7329
E-Mail	brenda.powell@wsp.com

RFP/RFQ Solicitation Number	1500-02-2025
Project Description	Naturally Mobile Green Infrastructure Planning & Design
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>7626</u> Female <u>4569</u> Minority <u>3712</u> Non-minority <u>8483</u> SDVO <u>79</u> Total #of Employees <u>12,195</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brenda Powell

Signature: Brenda A. Powell Date: September 30, 2025

Title: Senior 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: Jeanette Kelson Title: Assistant Vice President, Project Manager

Email: jeanette.kelson@wsp.com Phone: (504) 339-2738



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

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Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company WSP USA Inc. Your Bid/Proposal Amount \$ TBD Date: 09 / 30 / 2025
Description Naturally Mobile Green Infrastructure Planning & Design
Name of Bidder/Proposer: WSP USA Inc.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Coastal Zone Engineers, LLC	(251) 341-3998	Lead for Task 4 Engagement & Outreach, and assistance with Tasks 2 and 3 (Guide and Practicability Assessment)	TBD	15%	Pending*	

*CZE's ALDOT DBE Certification is currently pending and approval is expected soon. Having worked in and around the City of Mobile for years, WSP has developed strong working relationships with other local certified DBE firms that can be called upon for inclusion in this project if needed, upon award. WSP is committed to the City of Mobile's DBE inclusion efforts.



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

NOT APPLICABLE

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



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

NOT APPLICABLE

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

Exhibit E: E-Verify Form

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the WSP USA Administration Inc (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
4. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
5. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be

presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
 - B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
11. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
13. The Employer agrees not to take any adverse action against an employee based upon the employee's

perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
15. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
17. The Employer acknowledges that the information it receives from SSA through its Web Services E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.
3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.
4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the

Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.
14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.
15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.
17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at . Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
 - A. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.
 - B. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.
20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only

under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
 - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

- ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.
- G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
- 3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

- 1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
- 2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
- 3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
- 4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

- 1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - A. Automated verification checks on alien employees by electronic means, and
 - B. Photo verification checks (when available) on employees.
- 2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must

allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - A. Scanning and uploading the document, or
 - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
2. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
3. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
4. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
5. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology - Security Techniques - Code of Practice for Information Security Management.
6. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
7. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

8. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
9. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
10. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
11. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
12. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
13. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the

software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - A. Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - B. NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.
6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.
3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

- C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.
- E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. WSP USA Administration Inc (Employer) hereby designates and appoints Jasmine Tirado (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

Company ID Number:19959

Client Company ID Number:568440

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
WSP USA Administration Inc.	
Name (Please Type or Print)	Title
Maleka Davis	HRIS Director
Signature	Date
Davis, Maleka (DavisM) Digitally signed by Davis, Maleka (DavisM) DN: cn=Davis, Maleka (DavisM), ou=Active, email=Maleka.Davis@wsp.com Date: 2021.11.01 13:20:20 -04'00'	11/1/2021
E-Verify Employer Agent	
TALX Corporation	
Name (Please Type or Print)	Title
Jasmine Tirado	
Signature	Date
Electronically Signed	October 05, 2021
Department of Homeland Security - Verification Division	
Name	Title
Janet Clark	Supervisor Management & Program Analysis
Signature	Date
<i>Janet Clark</i>	11/04/2021

Company ID Number:19959

Client Company ID Number:568440

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	WSP USA Administration Inc
Company Facility Address	One Penn Plaza 2nd Floor New York, NY 10119
Company Alternate Address	
County or Parish	New York
Employer Identification Number	91-0852417
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	5,000 to 9,999
Number of Sites Verified for	0

Company ID Number:19959

Client Company ID Number:568440

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Company ID Number:19959

Client Company ID Number:568440

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

Name	Maleka Davis
Phone Number	(212) 465-5491
Fax Number	
Email Address	davism@pbworld.com

APPROVAL & SUMMARY FOR GRANT CONTRACTS
AGENDA NOT REQUIRED

PROJECT TITLE: Gulf Coast Environmental Equity Center Grant-Subaward Amendment 01

FUNDING SOURCE NAME & AWARD NUMBER: Subaward #A24-0005-S004

CFDA/CSFA NUMBER: _____

NAME OF APPLICANT OR DEPARTMENT: City of Mobile

PROJECT DESCRIPTION/SUMMARY: The City will develop three products under the new initiative
Naturally Mobile: green infrastructure educational and public outreach materials, assessment guide
for green infrastructure, practical implementation standards and a model assessment on Hwy 90

PROJECT PERIOD: 11/01/2023-10/30/2028

AWARD AMOUNT: \$145,350

CITY MATCH (If Required – Cash or In-Kind): N/A

IF CASH MATCH, ACCOUNT MATCH CODE: N/A

IF APPROVED BY COUNCIL – MEETING DATE & RESOLUTION: 31-1185 dated 12/10/24

SUBRECEIPIENTS/CONTRACTORS: N/A

Prepared by: Kelsi Tipperry **Date** 12/01/2025

REVIEWED AND APPROVED BY:

Kelsi Tipperry
12/01/2025 03:25:PM
kelsi.tipperry@cityofmobile.org

Kelsi Tipperry
12/01/2025 03:26:PM
kelsi.tipperry@cityofmobile.org

Victoria Shoots
12/02/2025 09:57:AM
victoria.shoots@cityofmobile.org

Ricardo Woods
12/02/2025
rwoods@cityofmobile.org

AGENDA NOT REQUIRED

APPROVAL & SUMMARY FOR GRANT CONTRACTS
AGENDA NOT REQUIRED

PROJECT TITLE: Gulf Coast Environmental Equity Center Grant-Subaward Amendment 01

FUNDING SOURCE NAME & AWARD NUMBER: Subaward #A24-0005-S004

CFDA/CSFA NUMBER: _____

NAME OF APPLICANT OR DEPARTMENT: City of Mobile

PROJECT DESCRIPTION/SUMMARY: The City will develop three products under the new initiative
Naturally Mobile: green infrastructure educational and public outreach materials, assessment guide
for green infrastructure, practical implementation standards and a model assessment on Hwy 90

PROJECT PERIOD: 11/01/2023-10/30/2028

AWARD AMOUNT: \$145,350

CITY MATCH (If Required – Cash or In-Kind): N/A

IF CASH MATCH, ACCOUNT MATCH CODE: N/A

IF APPROVED BY COUNCIL – MEETING DATE & RESOLUTION: 31-1185 dated 12/10/24

SUBRECEIPIENTS/CONTRACTORS: N/A

Prepared by: Kelsi Tippery **Date** 11/18/2025

REVIEWED AND APPROVED BY:

Kelsi Tippery
11/19/2025 02:16:PM
kelsi.tippery@cityofmobile.org

Kelsi Tippery
11/19/2025 02:17:PM
kelsi.tippery@cityofmobile.org

Ricardo Woods
11/24/2025 01:01:PM
rwoods@cityofmobile.org

Ricardo Woods
11/24/2025
rwoods@cityofmobile.org

AGENDA NOT REQUIRED

FDP Subaward Amendment

Awarding Agency **Environmental Protection Agency (EPA)**Amendment No **01**PTE/Prime Award No. **03D00324**Subaward No **A24-0005-S004**

Pass-Through Entity (PTE)

Subrecipient

University of South AlabamaEntity Name **City of Mobile****awards@southalabama.edu**Contact Email **madeleine.dotson@cityofmobile.org****Shenghua Wu**Principal Investigator **Lance Slater**Project Title **Gulf of Mexico Environmental Justice Grants Program**

Cumulative Budget Period(s)

(Agreement Start Date)

(End Date of Latest Budget Period)

Amount Funded This Action

Total Amount of Funds Obligated to Date

Start Date: **06/01/2025**End Date: **05/31/2026**

\$0

\$145,350

Subrecipient Cost Share ☐Subject to FFATA ☐

Subrecipient UEI (Unique Entity Identifier - May leave blank if unchanged from prior Agreement)

Amendment(s) to Original Terms and Conditions

This Amendment revises the above-referenced Subaward Agreement as follows:

☐ **Additional Budget Period**☐ **No Cost Extension**☐ **Additional Funding**☐ **Deobligation**

Carryover is

☐ **Carryover Authorized**☐ **Detailed Budget/Scope of Work/Notice of Award Attached** (Specify if the Budget and Scope of Work are "New", "Revised", or "Supplemental" in dropdown or "Other")

Select from drop down or type in [Revise as needed]

☒ **Other (See Below)**

This amendment is for a PI change only.

For clarity: all amounts stated in this amendment are in United States Dollars.

All other terms and conditions of this Subaward Agreement remain in full force and effect.

By an Authorized Official of PTE:

Date

Name

Allen Parrish

Title

VP for Research and Economic Development

By an Authorized Official of Subrecipient:

Date

Digitally signed by Spiro N. Cherigotis

Date: 2025.12.08 09:00:21 -06'00'

Name

Title



FDP May 2025

FDP Cost Reimbursement Subaward

Federal Awarding Agency: Environmental Protection Agency (EPA)	
Pass-Through Entity (PTE):	Subrecipient:
University of South Alabama	City of Mobile
PTE PI: Shenghua Wu	Sub PI: Laura Angle
PTE Federal Award No: 03D00324	Subaward No: A24-0005-S004
Project Title: Gulf of Mexico Environmental Justice Grants Program	
Subaward Budget Period:	
Start: 06/01/2025	End: 05/31/2026
Amount Funded This Action (USD): \$ 145,350.00	
Estimated Period of Performance:	
Start:	End:
Incrementally Estimated Total (USD): \$	

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the final Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Authorized Official Contact and the Subrecipient's Administrative Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE shall direct written notice to the Subrecipient's Authorized Official contact, and Subrecipient shall direct written notice to the PTE's Authorized Official contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:		By an Authorized Official of the Subrecipient:	
Name: Allen Parrish	Date:	Name: William S. Stimpson	Date:
Title: VP for Research and Economic Development		Title:	



Lisa C. Santant

FDP Mar 2024

Attachment 1
Certifications and Assurances

Subaward Number:

A24-0005-S004

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress 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 in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

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

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.214 and 2 CFR 180.

Audit and Access to Records

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.332 (a)(5), 200.337, and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Attachment 2
Federal Award Terms and Conditions

Subaward Number
A24-0005-S004

Required Data Elements

The data elements required by Uniform Guidance are incorporated in the attached Federal Award.

This Subaward Is:

☒ Research & Development ☐ Subject to FFATA

Awarding Agency Institute (If Applicable)

EPA		
Federal Award Issue Date	FAIN	Assistance Listing No.
06/16/24	03D00324	66.475
Assistance Listing Program Title (ALPT)		
Gulf of Mexico Program		
Key Personnel Per NOA		
Shenghua Wu		

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
epa.gov
2. 2 CFR 200
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
epa.gov
4. Applicable Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:
epa.gov except for the following:
 - a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
 - b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
 - c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
 - d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
 - e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income: Additive

Special Terms and Conditions:

Data Sharing and Access:

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

Provided upon request

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:

Subrecipient Grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: Subrecipient

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: epa.gov

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

☒ No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One) Not Applicable

This section left intentionally blank

This section left intentionally blank

Additional Terms

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

A24-0005-S004

PTE Information

Entity Name: University of South Alabama

Legal Address: 307 N. University Blvd.
Mobile, AL 36688-0002

Website: www.southalabama.edu

PTE Contacts

Central Email: awards@southalabama.edu

Principal Investigator Name: Shenghua Wu

Email: shenghuawu@southalabama.edu

Telephone Number: 251-460-6174

Administrative Contact Name: Allen Parrish

Email: awards@southalabama.edu

Telephone Number: 251-460-7888

COI Contact email (if different to above):

Financial Contact Name: Lindsey Sheffield

Email: logca@southalabama.edu

Telephone Number: 251-460-6052

Email invoices? ☒ Yes ☐ No Invoice email (if different):

Authorized Official Name: Allen Parrish

Email: awards@southalabama.edu

Telephone Number: 251-460-6333

PI Address:

307 N. University Blvd.
Mobile, AL 36688-0002

Administrative Address:

307 N. University Blvd., AD200
Mobile, AL 36688-0002

Invoice Address:

Office of Grants and Contracts Accounting
650 Clinic Drive
TRP III, Suite 1400
Mobile, AL 36688

Attachment 3B
Subrecipient Contacts

Subaward Number:

A24-0005-S004

Subrecipient Information for FFATA reporting

Entity's UEI Name:

EIN No.:

Institution Type:

UEI:

Currently registered in SAM.gov: ☐ Yes ☐ No

Exempt from reporting executive compensation: ☐ Yes ☐ No (if no, complete 3Bpg2)

Parent UEI:

This section for U.S. Entities:

Zip Code [Look-up](#)

Place of Performance Address

Congressional District:

Zip Code+4:

Subrecipient Contacts

Central Email:

Website:

Principal Investigator Name:

Laura Angle

Email:

Telephone Number:

Administrative Contact Name:

Email:

Telephone Number:

Financial Contact Name:

Email:

Telephone Number:

Invoice Email:

Authorized Official Name:

Email:

Telephone Number:

Legal Address:

Administrative Address:

Payment Address:

Attachment 3B-2
Highest Compensated Officers

Subaward Number:

A24-0005-S004

Subrecipient:

Institution Name: City of Mobile

PI Name: Laura Angle

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4
Reporting and Prior Approval Terms

Subaward Number:

A24-0005-S004

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- ☐ Monthly technical/progress reports will be submitted to the PTE's Administrative Contact within 15 days of the end of the month.
- ☐ Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Administrative Contact.
- ☒ Annual technical / progress reports will be submitted within 60 days prior to the end of each budget period to the PTE's Administrative Contact. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- ☒ A Final technical/progress report will be submitted to the PTE's Administrative Contact within 60 days of the end of the Project Period or after termination of this award, whichever comes first.
- ☒ Technical/progress reports on the project as may be required by PTE's Administrative Contact in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Carryover is automatic

Other Reports:

- ☐ In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's Administrative Contact within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Administrative Contact within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required:

- ☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional Technical and Reporting Requirements:

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:

A24-0005-S004

Statement of Work

☐ Below ☒ Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

Indirect Cost Rate Information	Rate Applied: 0 %	Cost Sharing No
Type: No Recovery	Base: No Recovery	If Yes, include Amount: \$

Budget Details

☐ Below ☒ Attached, pages

Budget Totals

Direct Costs	\$	145,350.00
Indirect Costs	\$	0.00
Total Costs	\$	145,350.00

All amounts are in United States Dollars

Attachment 6

Notice of Award (NOA) and any additional documents

- ☒ The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- ☐ Not incorporating the NOA or any additional documentation to this Subaward.

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement		GRANT NUMBER (FAIN): 03D00324 MODIFICATION NUMBER: 0 PROGRAM CODE: MX	DATE OF AWARD 06/16/2024	
			TYPE OF ACTION New		MAILING DATE 06/20/2024
			PAYMENT METHOD: ASAP		ACH# 8022
			RECIPIENT TYPE: State Institution of Higher Learning		
RECIPIENT: UNIVERSITY OF SOUTH ALABAMA 362 Administration Building Grants and Contract Account Mobile, AL 36688-0002 EIN: 63-0477348			Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov		
			PAYEE: University of South Alabama 307 University Boulevard Mobile, AL 36688-0002		
PROJECT MANAGER Dr. Shenghua Wu Civil Engineering SH 3116 Mobile, AL 36688-0002 Email: shenghuawu@southalabama.edu Phone: 251-460-6174		EPA PROJECT OFFICER Colby McClain 2510 14th Street, Suite 1212 Gulfport, MS 39501 Email: mcclain.colby@epa.gov Phone: 228-679-5885		EPA GRANT SPECIALIST Annie Ashmeade Grants Management Section 61 Forsyth Street, SW Atlanta, GA 30303-8960 Email: ashmeade.annie@epa.gov Phone: 404-562-9146	
PROJECT TITLE AND DESCRIPTION Gulf of Mexico Program See Attachment 1 for project description.					
BUDGET PERIOD 05/01/2024 - 04/30/2029		PROJECT PERIOD 05/01/2024 - 04/30/2029		TOTAL BUDGET PERIOD COST \$ 2,499,999.00	
				TOTAL PROJECT PERIOD COST \$ 2,499,999.00	
NOTICE OF AWARD Based on your Application dated 05/01/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 2,499,999.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 2,499,999.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS U.S. EPA, Region 4 61 Forsyth Street Atlanta, GA 30303-8960			ORGANIZATION / ADDRESS U.S. EPA, Region 4, Gulf of Mexico Division R4 - Region 4 2510 14th Street, Suite 1212 Gulfport, MS 39501		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official Shantel Shelmon - Grants Management Officer				DATE 06/16/2024	

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 2,499,999	\$ 2,499,999
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 2,499,999	\$ 2,499,999

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.475 - Gulf of Mexico Program	Clean Water Act: Sec. 104(b)(3)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2404M4G006	2324	B	04M	000B65	4183	-	-	\$ 2,499,999
									\$ 2,499,999

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 273,955
2. Fringe Benefits	\$ 80,976
3. Travel	\$ 28,300
4. Equipment	\$ 0
5. Supplies	\$ 20,000
6. Contractual	\$ 10,200
7. Construction	\$ 0
8. Other	\$ 1,875,076
9. Total Direct Charges	\$ 2,288,507
10. Indirect Costs: 28.00 % Base MTDC	\$ 211,492
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 2,499,999
12. Total Approved Assistance Amount	\$ 2,499,999
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 2,499,999
15. Total EPA Amount Awarded To Date	\$ 2,499,999

Attachment 1 - Project Description

This action approves an award in the amount of \$2,499,999 to the University of South Alabama to support their efforts with improving the water quality of the Gulf of Mexico. The activities to be performed include developing and administering a competitive subaward program to fund projects that address environmental justice issues in identified project areas that promote improved water quality, habitat restoration, environmental education, and community resilience. Describe anticipated deliverables: Technical assistance will be provided, and the beneficial impacts on the underserved communities will be documented. Expected outcomes include: improved abilities to identify, successfully apply for, and effectively manage grants related to water quality improvement, reduction and elimination of pollution in underserved disadvantaged communities; increased environmental justice activities associated with subrecipient work; pollution reduction; stormwater and flood mitigation improvement; and improvements to state, county, and local environmental program requirements or policies that better protect human health and the environment in line with the Justice40 Initiative. The residents and underserved communities in the coastal counties of Alabama will benefit from improved water quality and enhanced community resilience...Subrecipient activities will be funded to implement projects focusing on water quality improvement, pollution reduction in underserved communities, and environmental justice anticipated to produce a range of significant environmental outcomes for Alabama's coastal communities.

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later>. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtfcr-grants@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): ashmeade.annie@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications:

Grant Management Specialist at ashmeade.annie@epa.gov or 404-562-9146

Project Officer, Coby McClain at mcclain.colby@epa.gov or 228-679-5885

- Payment requests (if applicable): mcclain.colby@epa.gov or 228-679-5885
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables:

Project Officer at mcclain.colby@epa.gov or 228-679-5885

Programmatic Conditions

Programmatic Conditions

A. Performance Reporting and Final Performance Report

Performance Reports – Content

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

Performance Reports - Frequency

The recipient agrees to submit quarterly performance reports electronically to the EPA Project Officer using the following reporting periods: January thru March, April thru June, July thru September, and October thru December. Reports are due within 30 days of the end of each quarter. The final performance report is due within 120 days of the budget/project period end date. The recipient agrees to submit the final performance report electronically to the EPA Project Officer.

Subaward Performance Reporting

The recipient must report on its subaward monitoring activities under 2 CFR 200.332(d). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(e), 2 CFR 200.208 and the 2 CFR Part 200.339 Remedies for Noncompliance.

Note: EPA Project Officers may customize this reporting requirement based on programmatic information needs.

B. Cybersecurity Condition

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

C. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements.

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this

award.

D. Quality Assurance

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in [2 C.F.R. § 1500.12](#) Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement the Quality Assurance (QA) planning document in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

Quality Assurance Project Plan (QAPP)

a. Prior to beginning environmental information operations, the recipient must:

- i. Develop a QAPP,
- ii. Prepare QAPP in accordance with the current version of [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#).
- iii. Submit the document for EPA review, and
- iv. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

For Reference:

- [Quality Management Plan \(QMP\) Standard](#) and [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#); contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- [EPA QA/G-5: Guidance for Quality Assurance Project Plans](#), Appendix C provides a QAPP Checklist.
- (QAM and/or PO may insert QA references that inform or assist the recipient here).
- [EPA's Quality Program](#) website has a [list of QA managers, and Non-EPA Organizations Quality Specifications](#).
- The Office of Grants and Debarment [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#).

E. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA

logo should be accompanied with a statement indicating that the [Insert Recipient or subrecipient NAME] received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

F. Substantial Involvement

EPA will be substantially involved in this agreement. Substantial involvement by the EPA Project Officer may include:

- 1) quarterly telephone calls and other monitoring;
- 2) reviewing project phases and providing approval to continue to the next phase;
- 3) reviewing and commenting on any documents, web content, or other materials developed under this agreement (the recipient will make final decisions on these matters);
- 4) approving substantive terms included in contracts or subawards (EPA's Project Officer will not suggest, recommend or direct the recipient to select any particular contractor or subrecipient except to the extent permitted in Section 10 of EPA's Subaward Policy);
- 5) reviewing and commenting on the programmatic performance reports;
- 6) consultation with EPA regarding the selection of key personnel (EPA's involvement is limited to reviewing the technical qualifications of key personnel and the recipient will make the final decisions on selection. EPA's Project Officer will not suggest, recommend or direct the recipient to select any individual); and
- 7) joint operational involvement, participation, and/or collaboration between EPA and the recipient.

G. WQX Data Reporting

The recipient agrees to enter water quality monitoring data, for data collected in a waterbody pursuant to the implementation of a Gulf of Mexico Division project, into EPA's "Water Quality Exchange" (WQX) data system. All water quality data generated with Gulf of Mexico Division funding, either directly or by sub-award, are required to be transmitted into the Water Quality Portal (<https://www.waterqualitydata.us/>) using either the Water Quality Exchange (WQX) or WQXweb. More information on WQX can be found at: <https://www.epa.gov/waterdata/water-quality-data-wqx>

LINE ITEM BUDGET

City of Mobile
Naturally Mobile
June 1, 2025 - June 1, 2027

A Personnel Position		Unit Cost				Requested Federal Funds	B Fringe Benefits			Requested Federal Funds	
		Unit	Number	Amount	Effort						
		unit name	# units	rate per unit	% effort	total	Base	Rate	total		
Year 1											
A.1											
A.1.1					\$	- B.1.1	0 \$	-		\$ -	
A.1.2					\$	- B.1.2	0 \$	-		\$ -	
A.1.3					\$	- B.1.3	0 \$	-		\$ -	
A.1.4					\$	- B.1.4	0 \$	-		\$ -	
A.1.5					\$	- B.1.5	0 \$	-		\$ -	
Year 2											
A.2											
A.2.1					\$	- B.2.1	0 \$	-		\$ -	
A.2.2					\$	- B.2.2	0 \$	-		\$ -	
A.2.3					\$	- B.2.3	0 \$	-		\$ -	
A.2.4					\$	- B.2.4	0 \$	-		\$ -	
A.2.5					\$	- B.2.5	0 \$	-		\$ -	
Year 3											
A.3											
A.3.1					\$	- B.3.1	0 \$	-		\$ -	
A.3.2					\$	- B.3.2	0 \$	-		\$ -	
A.3.3					\$	- B.3.3	0 \$	-		\$ -	
A.3.4					\$	- B.3.4	0 \$	-		\$ -	
A.3.5					\$	- B.3.5	0 \$	-		\$ -	
Total Personnel (tab 5. Additional Lines)					\$	Total Fringe (tab 5. Additional Lines)					\$ -
Subtotal Personnel					\$	Subtotal Fringe Benefits					\$ -
C Travel											
C.1 (Description/Purpose/Location)					trip multiplier	Description of multiplier					total
C.1.1							\$ -			\$ -	

C.1.2				\$ -				\$ -			\$ -
C.1.3				\$ -				\$ -			\$ -
C.1.4				\$ -				\$ -			\$ -
C.1.5											\$ -
(Description/Purpose/Location)											
C.2											
C.2.1				\$ -				\$ -			\$ -
C.2.2				\$ -				\$ -			\$ -
C.2.3				\$ -				\$ -			\$ -
C.2.4				\$ -				\$ -			\$ -
C.2.5				\$ -				\$ -			\$ -
Subtotal Travel (tab 6. Additional Lines)											
\$ -											
Subtotal Travel											
\$ -											
Subtotal Travel											
\$ -											
D	Equipment (>\$5,000 per unit)										
D.1	(description, i.e generators)										
D.2											
D.3											
Subtotal Equipment (tab 6. Additional Lines)											
\$ -											
Subtotal Equipment											
\$ -											
E	Supplies (<\$5,000 per unit)										
E.1	(description, i.e chainsaws)										
E.2											
E.3											
E.4											
E.5											

E.6									\$	-	
E.7									\$	-	
E.8									\$	-	
E.9									\$	-	
E.10									\$	-	
E.11									\$	-	
E.12									\$	-	
E.13									\$	-	
E.14									\$	-	
Subtotal Supplies (tab 6. Additional Lines)										\$	-
Subtotal Supplies										\$	-
F	Contractual	(indicate competitive bid or sole source)	unit (est. component)	# units	unit cost	total					
E.1	Competitive Bid (assessment and guide)	sub	1	\$	125,000	\$ 125,000					
E.2	Small Purchase (Public Engagement Materials)	consult	1	\$	20,000	\$ 20,000					
Subtotal Contractual (tab 6. Additional Lines)										\$	-
Subtotal Contractual										\$	145,000
G	Construction	Not Allowable									
H	Other Direct Costs	unit	# units	unit cost	total						
H.1	Facility cleaning fees	2 hours	7	25	\$ 175.00						
H.2	Facility set-up fees	2 hours	7	25	\$ 175.00						
H.3					\$ -						
Subtotal Other Direct Costs (tab 6. Additional Lines)										\$	-
Subtotal Other Direct Costs										\$	350
I	Total Direct Costs	\$ 145,350									
J	Total Indirect Costs	base	NICRA %	total							
	(describe direct costs excluded from base and indicate NICRA Provisional, Final, Pre determined or 15% DeMinimus Rate based on MTDC)	\$	145,350	0.00%	\$ -						
K	Total Project Cost	(must match award amount) \$ 145,350									

Budget Justification

The City of Mobile is requesting \$145,350 to implement Naturally Mobile. This budget has been broken down below:

1. Personnel

The City of Mobile will utilize its own personnel in Engineering, Communications, Grants Management, Community Affairs, and the Office of Resilience to ensure the grant is properly implemented. The Office of Resilience is supported by the SBP Fellows Program, which is supported by the Walmart Foundation. The SBP Fellow will serve as the Primary Investigator and manager for Naturally Mobile. Her time is donated and not included in the budget request. Grants Management will ensure compliance with GCEEC. Their time is budgeted in the City's personnel budget and is not included in this budget request.

2. Contractual

The bulk of the materials generated for the Naturally Mobile Initiative are through contract. The first contract will be made via competitive procurement and will result in a Green Infrastructure Practicability Assessment for 2 sites on Highway 90 (see background for description), GI Guide and Checklist, and related graphics, models, materials, and designs for use in public meetings. The City of Mobile estimates it will need \$125,000 to secure professional services to develop these materials. This estimate is based on previous contracts for assessments and with an additional consideration that this assessment is not for construction but will serve as a demonstration.

The second contract will be a small purchase for professional services to develop social media posts, presentations, infographics, and provide materials for public meetings. The City of Mobile based their cost estimate on previous services utilized for previous infrastructure projects, including the Map for Mobile, Brookley by the Bay, and Civic Center Demolition. The City of Mobile estimates that these professional services will cost around \$20,000.

3. Other Direct Costs

Departments and offices requesting use of city facilities for public meetings must pay the cleaning and set-up fees for that facility. Cleaning fees are \$25 for a 2 hour block post event and set-up fees are \$25 for a 2-hour block prior to the event. The Office of Resilience intends to request the usage of 7 facilities (one in each district). Thus, the budget request includes this additional \$350 fee for facility usage.

4. Indirect Costs

The City of Mobile does not have an active NICRA and is unable to claim indirect costs.

Scope of Work

Project Title: Naturally Mobile

Primary Investigator: Laura Angle, City of Mobile, laura.angle@cityofmobile.org

Project Duration: 6/1/2025 - 6/1/2027

The City of Mobile's Naturally Mobile initiative will develop the following products with GCEEC funding:

- A basic guide and checklist for Mobile's residents on how they can implement green infrastructure, assess which green solutions are most practical, and the different types of green infrastructure solutions according to the unique hazards in Mobile and their relative costs;
- An example green infrastructure practicability assessment to mitigate flood and heat risks on US-90 with designs and models of green infrastructure installations along US-90;
- Public engagement materials designed to educate residents on the benefits, types, and considerations of green infrastructure, including social media posts, presentations, audiovisual materials, and a Naturally Mobile logo.

After product development, the City of Mobile will host 1-2 community meetings in each City Council district.

Project Deliverables

- A basic and easy-to-read guide and checklist for Mobile's residents on how they can implement green infrastructure, assess which green solutions are most practical, and the different types of green infrastructure solutions according to the unique hazards in Mobile and the relative cost of implementation, delivered to the City of Mobile in PDF format, Word document format, and 300 printed copies.
- A PDF green infrastructure practicability assessment for US-90 and JPEG or PNG image files of modeled green infrastructure additions along US-90.
- A collection of social media posts, flyers, presentations, and audiovisual materials focused on the benefits, types, and considerations of green infrastructure in Mobile and a Naturally Mobile logo delivered on a thumb drive.

Milestones

ESTIMATE DATE	MILESTONE
June 1, 2025	Award issued. City procures professional services for GI guide and checklist, demo practicability assessment and models, and public engagement materials.
January 5, 2026	The Office of Resilience conducts a review of 50% of the GI guide and checklist and demo practicability assessment and models.

	The Office of Resilience reviews the public engagement materials.
February 14, 2026	Public engagement materials are completed and submitted to the Office of Resilience. The Office of Resilience develops a public engagement strategy with the Office of Communications and Office of Community Affairs. Venues for community meetings are reserved.
March 15, 2026	Naturally Mobile public engagement campaign begins. Community meeting dates are announced to the public.
April - August 2026	First round of community meetings are held.
May 1, 2026	The Office of Resilience receives the final drafts of the GI guide and checklist, demo practicability assessment, and models for internal review.
June 1, 2026	The Office of Resilience receives the completed drafts of the GI guide and checklist, demo practicability assessment, and models. Materials are delivered to the Department of Engineering and Infrastructure and Build Mobile for reference, distribution, and adoption into the Low-Impact Development Guide and Stormwater Manual.
August 1, 2026	Guide and checklist added to the public engagement schedule and shared to residents.
August 2026 - January 2027	Second round of community meetings are held. Community feedback is collected on materials distributed and public opinion on green infrastructure.
February - April 2027	The Office of Resilience processes community input and engagement data from the Naturally Mobile campaign.
March 15, 2027	Public engagement campaign ends.
May 1, 2027	The Office of Resilience begins drafting an executive summary and report on the outcomes of Naturally Mobile.
June 1, 2027	Report and executive summary submitted to GCEEC, the Mayor's Office, and Mobile City Council.

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the University of South Alabama, Gulf Coast Environmental Equity Center (GCEEC), grant assistance in the amount of \$150,000.00. 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 University of Alabama, Gulf Coast Environmental Equity Center. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted: DEC 10 2024



City Clerk

Signature:

Email: spiro@cityofmobile.gov



AGENDA ITEM SUMMARY SHEET

Agenda of: December 30, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To authorize the Settlement Agreement and Release of Claim: Alston

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement Alston

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 Harriet Alston, 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



AGENDA ITEM SUMMARY SHEET

Agenda of: December 30, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To authorize the Settlement Agreement and Release of Claim: Velaquez

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement Velaquez

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

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 Harriet Alston, 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

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;
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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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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;
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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**.

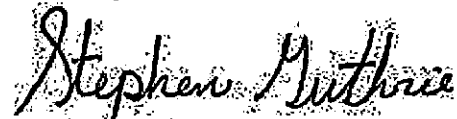
After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

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

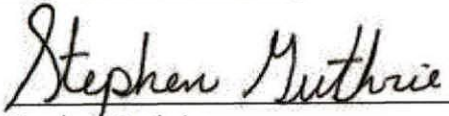
format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request 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	

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	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:

David Dichiaro David Dichiaro

Signature _____ Print _____

10/16/2025 Civil Engineer

Date _____ 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

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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.

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Revised March 2025



Owner's Letter of Authorization

I, CLARENCE M. BAI 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 Ball

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

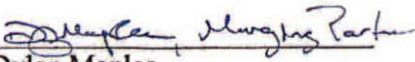
Re: Application for Modification of Existing PUD
Application for Subdivision
Ben M. Radcliff Contractor, Inc.
PM Properties, LLC
3456 Halls Mill Road, Mobile, AL

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:

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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.

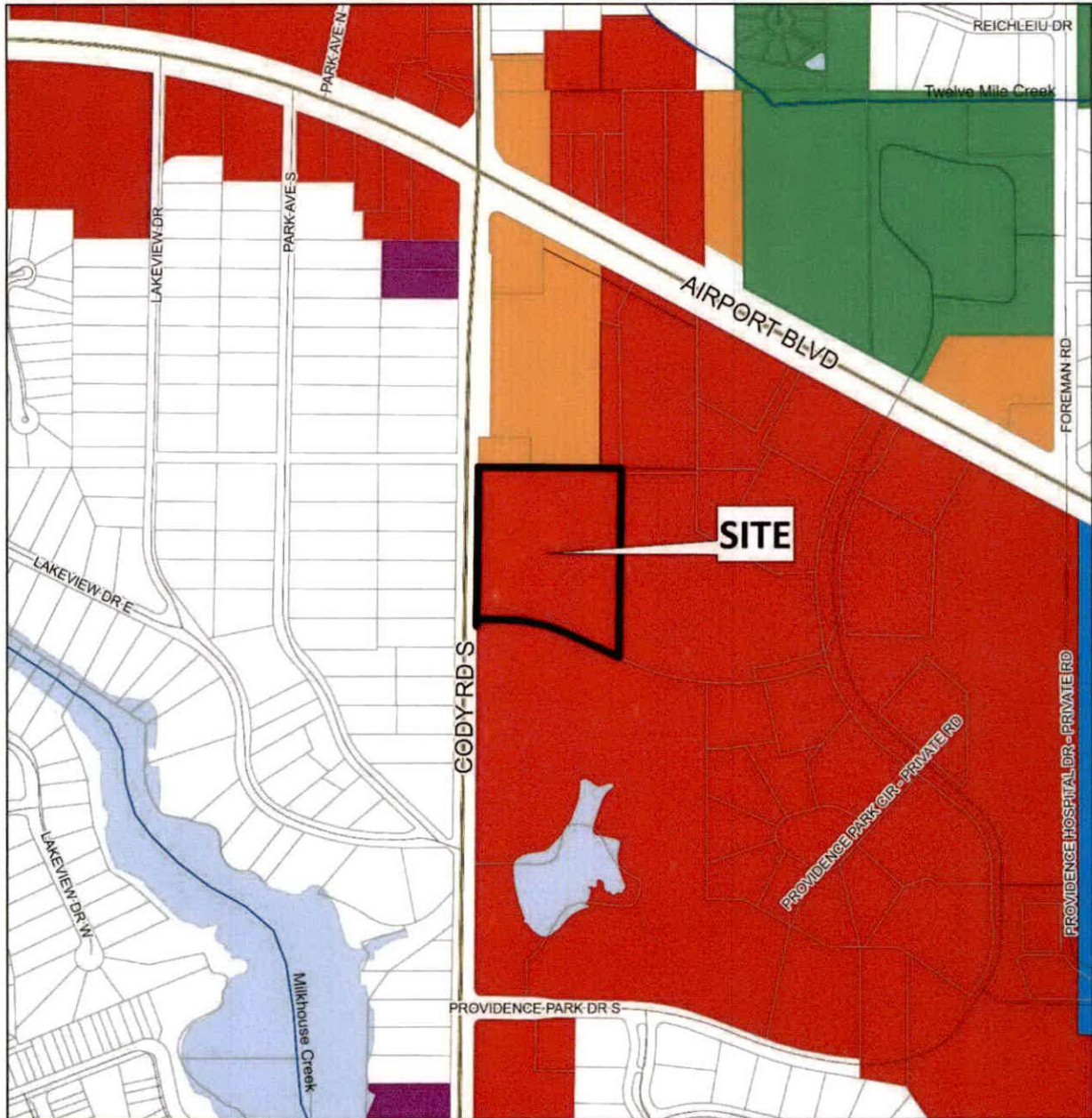
Considerations:

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



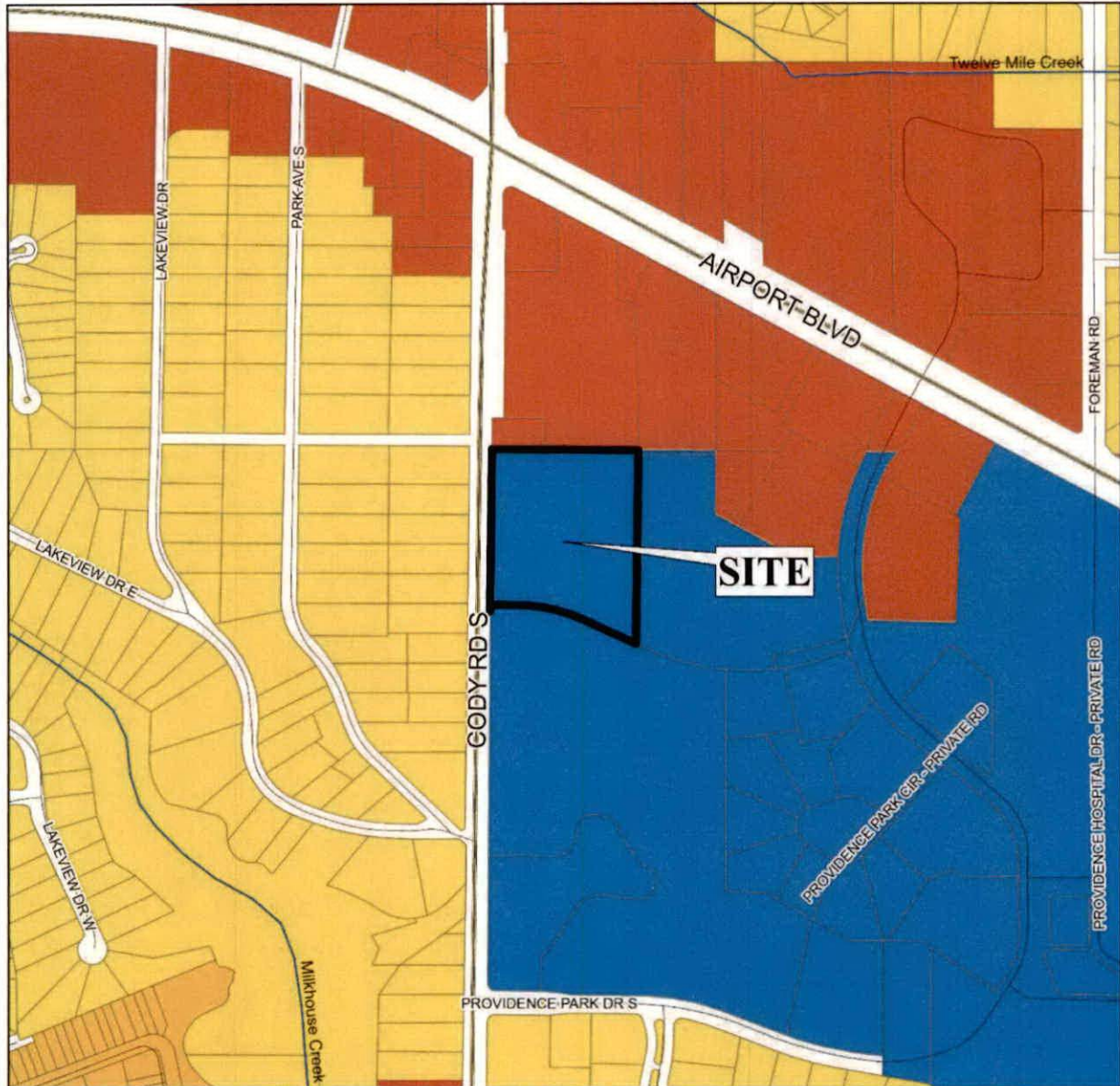
APPLICATION NUMBER 8 DATE November 20, 2025

APPLICANT Clarence Ball, Ball Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)

REQUEST PUD Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE November 20, 2025

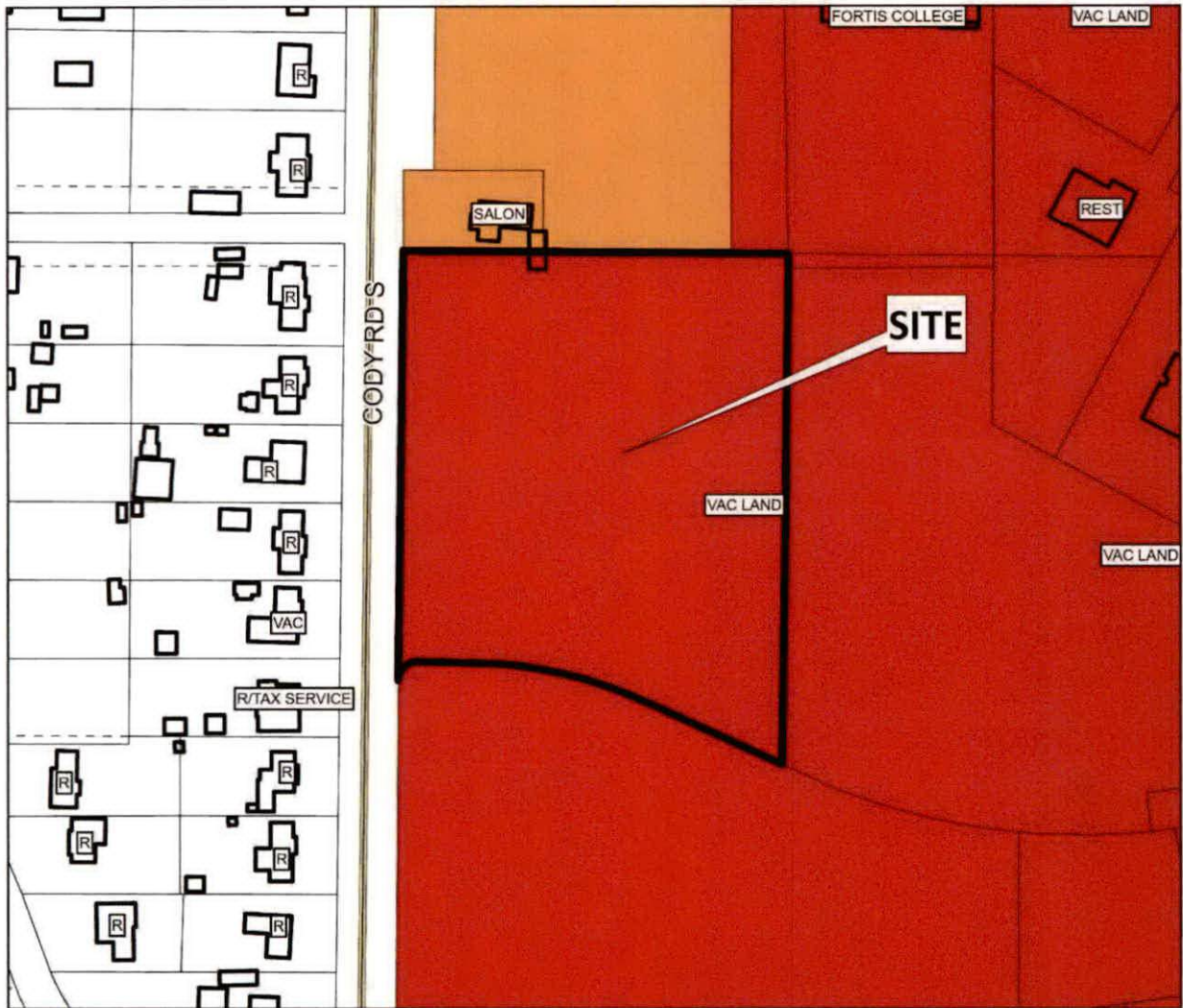
APPLICANT Clarence Ball, Ball Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)

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 | |



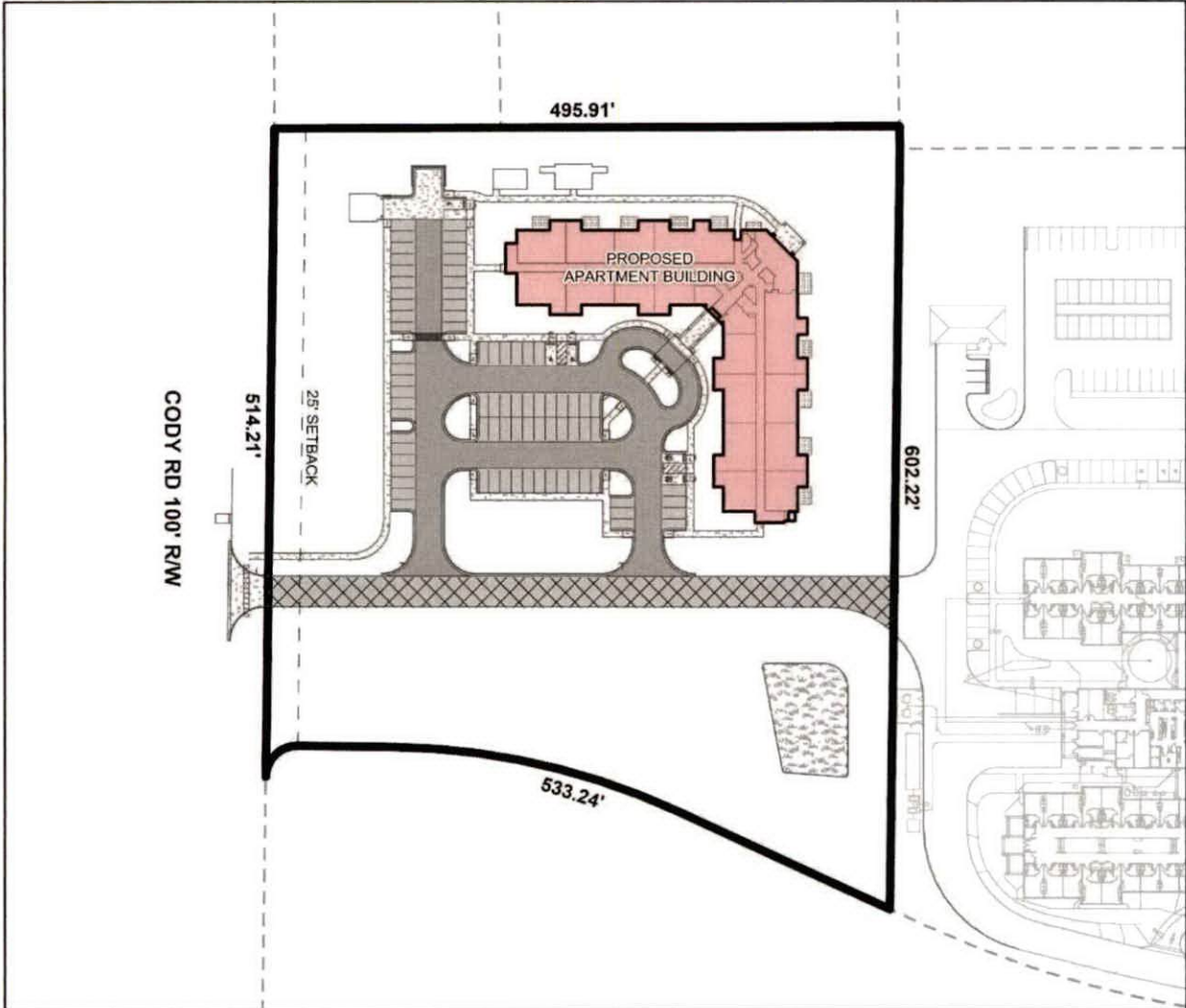
PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



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 Dichiara, 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>	

NTS

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



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**.

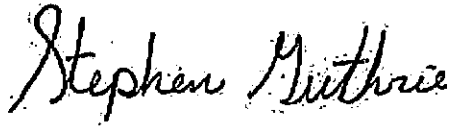
After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

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 shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

1. Revision of the site plan to 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.

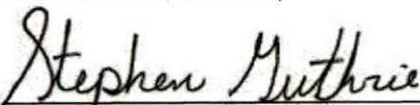
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org)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



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 the proposal and plan are 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.
The site will retain its current use with no additional effects to the community.



City of Mobile • Planning & Zoning
Planning Commission Application

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* 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:	251.694.3197	
Email:	DRussell@mawss.com	
Address:	4725 Moffett Road, Mobile, AL 36618	

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

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Name:	Board of Water and Sewer Commissioners of the City of Mobile	
Firm:		
Phone:	251.694.3197	
Email:	DRussell@mawss.com	
Address:	4725 Moffett Road, Mobile, AL 36618	

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)
 R-1 N/A
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3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

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- 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

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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.

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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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:

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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

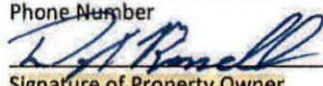
I, Daryl Russell, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & 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 _____

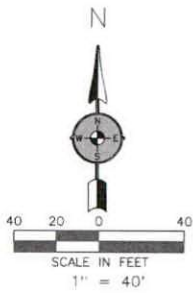
Submitted by:

Daryl Russell
Signature

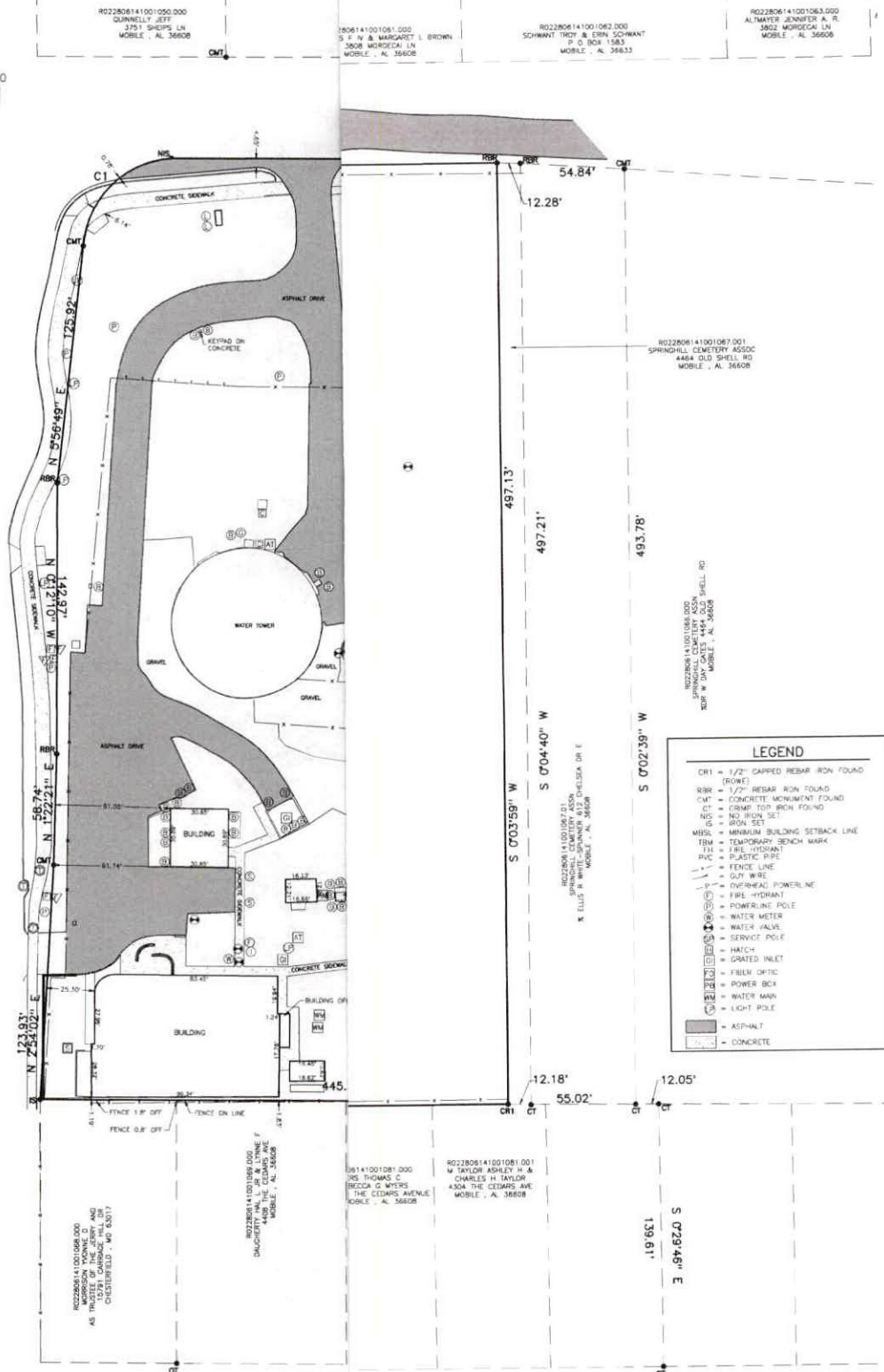
6/24/25
Date

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
CM	= CONCRETE MONUMENT FOUND
CT	= COMP TOP IRON FOUND
IS	= NO IRON SET
MSL	= 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
PP	= 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

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
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

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GRIFFITH CHARLES HUNT & MARY
MARTIN GRIFFITH
261 DILSTON LN
MOBILE AL 36608

R022806141001045.000
WELLS ANNIE D
2735 BRIARWOOD CIR
MOSS POINT MS 39563

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FOUNTAIN
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MOBILE AL 36608

R022806141002012.000
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MOBILE AL 36608

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GRIFFITH CHARLES HUNT & MARY
MARTIN GRIFFITH
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MOBILE AL 36608

R022806141001045.000
WELLS ANNIE D
2735 BRIARWOOD CIR
MOSS POINT MS 39563

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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

R022806141001054.000
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

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

R022806141001035.000
KATEON JOHN LAURANCE & DONNA
RITCEY
3749 SHEIPS LN
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

R022806141001041.000
POWE TAMARA R
3759 SHEIPS LN
MOBILE AL 36608

R022806141001041.000
POWE TAMARA R
3759 SHEIPS LN
MOBILE AL 36608

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POWE TAMARA R
3759 SHEIPS LN
MOBILE AL 36608

R022806141001042.000
WILSON JACOB
3763 SHEIPS LN
MOBILE AL 36608

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WILSON JACOB
3763 SHEIPS LN
MOBILE AL 36608

R022806141001042.000
WILSON JACOB
3763 SHEIPS LN
MOBILE AL 36608

R022806141001043.000
TUCKER URSULA RENEE
3765 SHEIPS LN
MOBILE AL 36608

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TUCKER URSULA RENEE
3765 SHEIPS LN
MOBILE AL 36608

R022806141001043.000
TUCKER URSULA RENEE
3765 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

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

R022806141001046.000
BROWN ANGELA WILSON & JERRY
MICHAEL BROWN
3773 SHEIPS LN
MOBILE AL 36608

R022806141001046.000
BROWN ANGELA WILSON & JERRY
MICHAEL BROWN
3773 SHEIPS LN
MOBILE AL 36608

R022806141001063.000
ALTMAYER JENNIFER A R
3802 MORDECAI LN
MOBILE AL 36608

R022806141001063.000
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

R022806141001062.000
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

R022806141001061.000
BROWN CHARLES F IV & MARGARET L
BROWN
3808 MORDECAI LN
MOBILE AL 36608

R022806141001061.000
BROWN CHARLES F IV & MARGARET L
BROWN
3808 MORDECAI LN
MOBILE AL 36608

R022806141001059.000
BROOKS CLAYTON HOWARD & ANN
MARIE
3814 MORDECAI LN
MOBILE AL 36608

R022806141001059.000
BROOKS CLAYTON HOWARD & ANN
MARIE
3814 MORDECAI LN
MOBILE AL 36608

R022806141001059.000
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

R022806141001058.000
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

R022806141001057.000
ANDERSON DOUGLAS L & LESLIE S
3820 MORDECAI LN
MOBILE AL 36608

R022806141001057.000
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

R022806141001055.000
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

R022806141001052.000
CROSHON REGINALD
3834 MORDECAI LN
MOBILE AL 36606

R022806141001052.000
CROSHON REGINALD
3834 MORDECAI LN
MOBILE AL 36606

R022806141001052.01
WASHINGTON MARK V
3836 MORDECAI LN
MOBILE AL 36608

R022806141001052.01
WASHINGTON MARK V
3836 MORDECAI LN
MOBILE AL 36608

R022806141001052.01
WASHINGTON MARK V
3836 MORDECAI LN
MOBILE AL 36608

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Mobile, AL, 36619

R022806141001051.000
CRAIG MARY FRANCES
3838 MORDECAI LN
MOBILE AL 36608

R022806141001051.000
CRAIG MARY FRANCES
3838 MORDECAI LN
MOBILE AL 36608

R022806141001051.000
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

R022806141001084.000
METZGER LEONARD H III & BELINDA C
METZGER
4232 THE CEDARS
MOBILE AL 36608

R022806141001085.001
MARTIN MARY WILLIAMS & JACQUELINE
GALLOWAY
4251 THE CEDARS AVE
MOBILE AL 36608

R022806141001085.001
MARTIN MARY WILLIAMS & JACQUELINE
GALLOWAY
4251 THE CEDARS AVE
MOBILE AL 36608

R022806141001085.001
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

R022806141001083.000
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

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

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

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Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

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
5588 Jackson Road
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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
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MOBILE AL 36608

R022806141001088.000
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MOBILE AL 36608

R022806141001081.000
MYERS THOMAS C & REBECCA G MYERS
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MOBILE AL 36608

R022806141001089.000
ACKER GRAY LEATHERBURY
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MOBILE AL 36608

R022806141001080.000
MCCRACKEN PAUL JOSEPH
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MOBILE AL 36608

R022806141001090.001
THOMPSON JOHANNA R & RICHARD F
THOMPSON JR
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MOBILE AL 36608

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4310 STEIN AVE
MOBILE AL 36608

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MOBILE AL 36608

R022806141001087.000
RAGER KRISTIN
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MOBILE AL 36608

R022806141001081.001
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MOBILE AL 36608

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MOBILE AL 36608

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MOBILE AL 36608

R022806141001089.000
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MOBILE AL 36608

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MCCRACKEN PAUL JOSEPH
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MOBILE AL 36608

R022806141001090.001
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THOMPSON JR
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MOBILE AL 36608

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SHARP
4310 STEIN AVE
MOBILE AL 36608

Polysurveying and Engineering
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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

R022806141001093.01
BOUDREAUX CAROLE W
4359 THE CEDARS
MOBILE AL 36608

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
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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

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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

Polysurveying and Engineering
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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
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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

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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
DOGETT 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

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
DOGETT 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

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
DOGETT 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
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R022806141001067.01
SPRINGHILL CEMETERY ASSN
612 CHELSEA DR E
MOBILE AL 36608

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

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

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

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

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WATER & SEWER BOARD
P O BOX 180249
MOBILE AL 36618

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WATER & SEWER BOARD
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MOBILE AL 36618

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WATER & SEWER BOARD
P O BOX 180249
MOBILE AL 36618

R022806141001036.000
QUINNELL JEFFREY E & CHERYL A
QUINNELL
P O BOX 81449
MOBILE AL 36689

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QUINNELL JEFFREY E & CHERYL A
QUINNELL
P O BOX 81449
MOBILE AL 36689

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QUINNELL JEFFREY E & CHERYL A
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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

R022806141001073.000
STIMPSON NEDRA G
PO BOX 1663
MOBILE AL 36601

R022806141002009.000
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
QUINNELLY JEFF
PO BOX 81449
MOBILE AL 36608

R022806141001050.000
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Mobile, AL, 36619



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:

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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		


NTS

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:

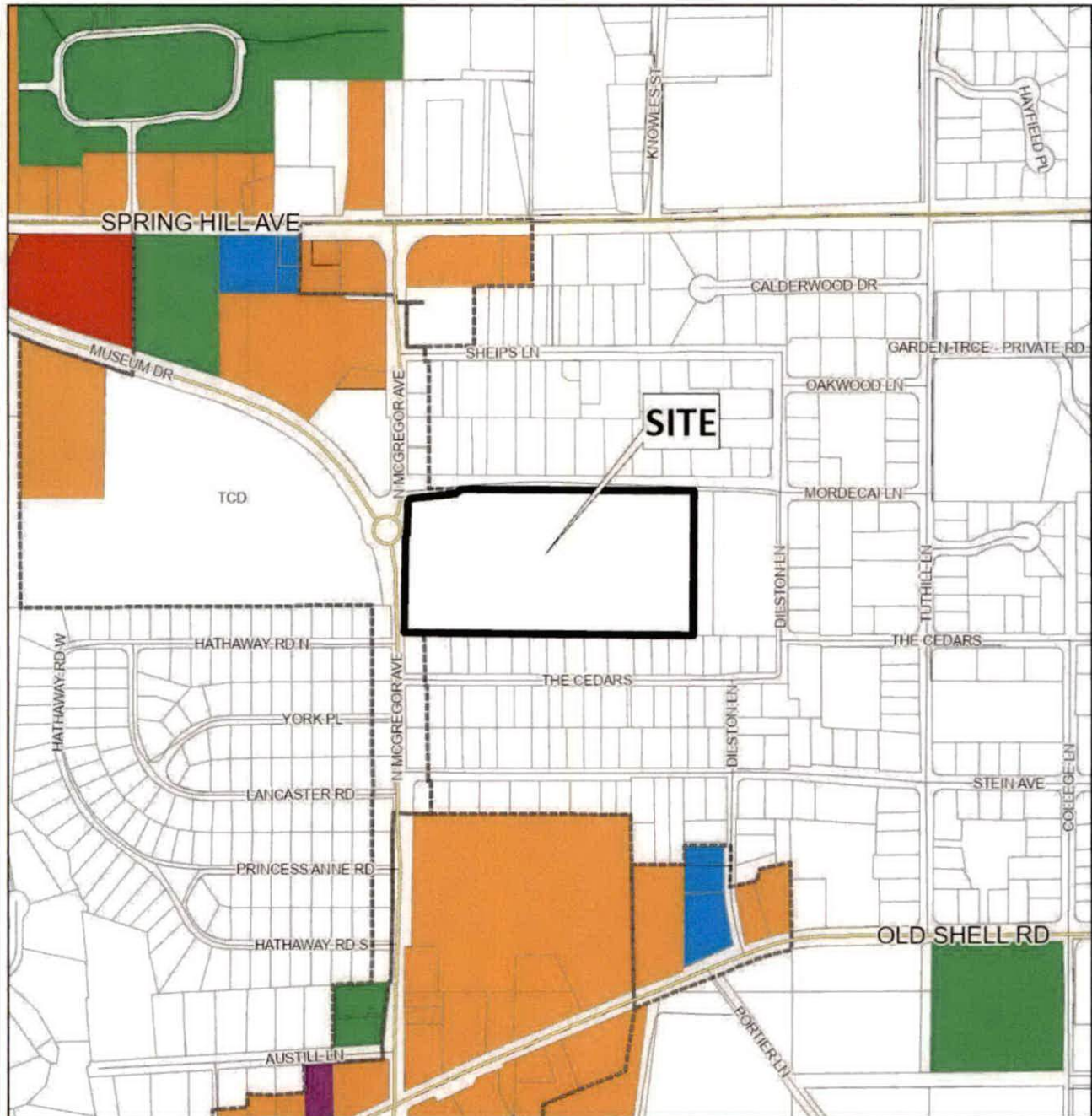
- a. Is consistent with all applicable requirements of this Chapter;
- b. Is compatible with the character of the surrounding neighborhood;
- c. Will not impede the orderly development and improvement of surrounding property;
- d. Will not adversely affect the health, safety or welfare of persons living 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.

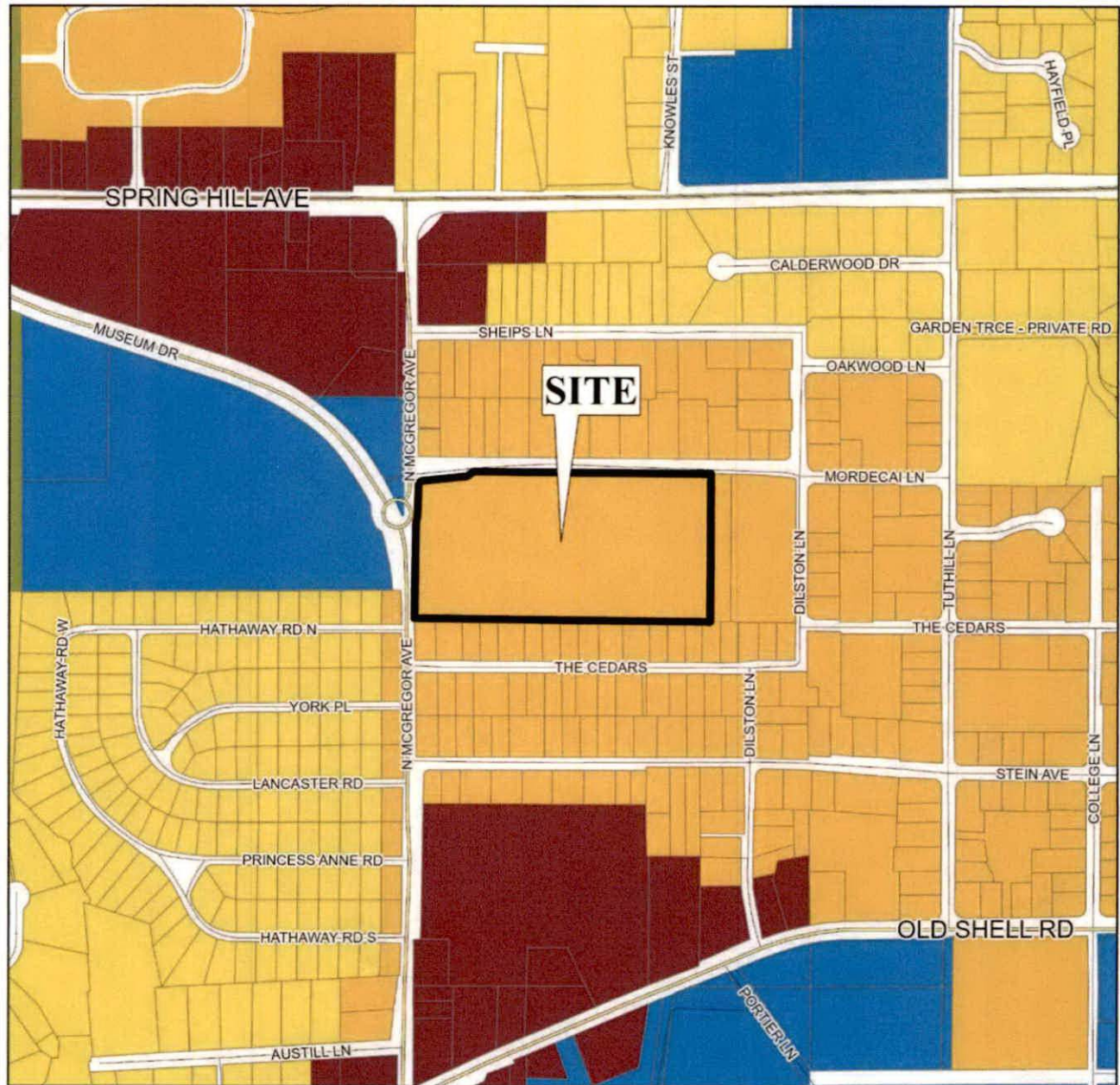
LOCATOR ZONING MAP



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

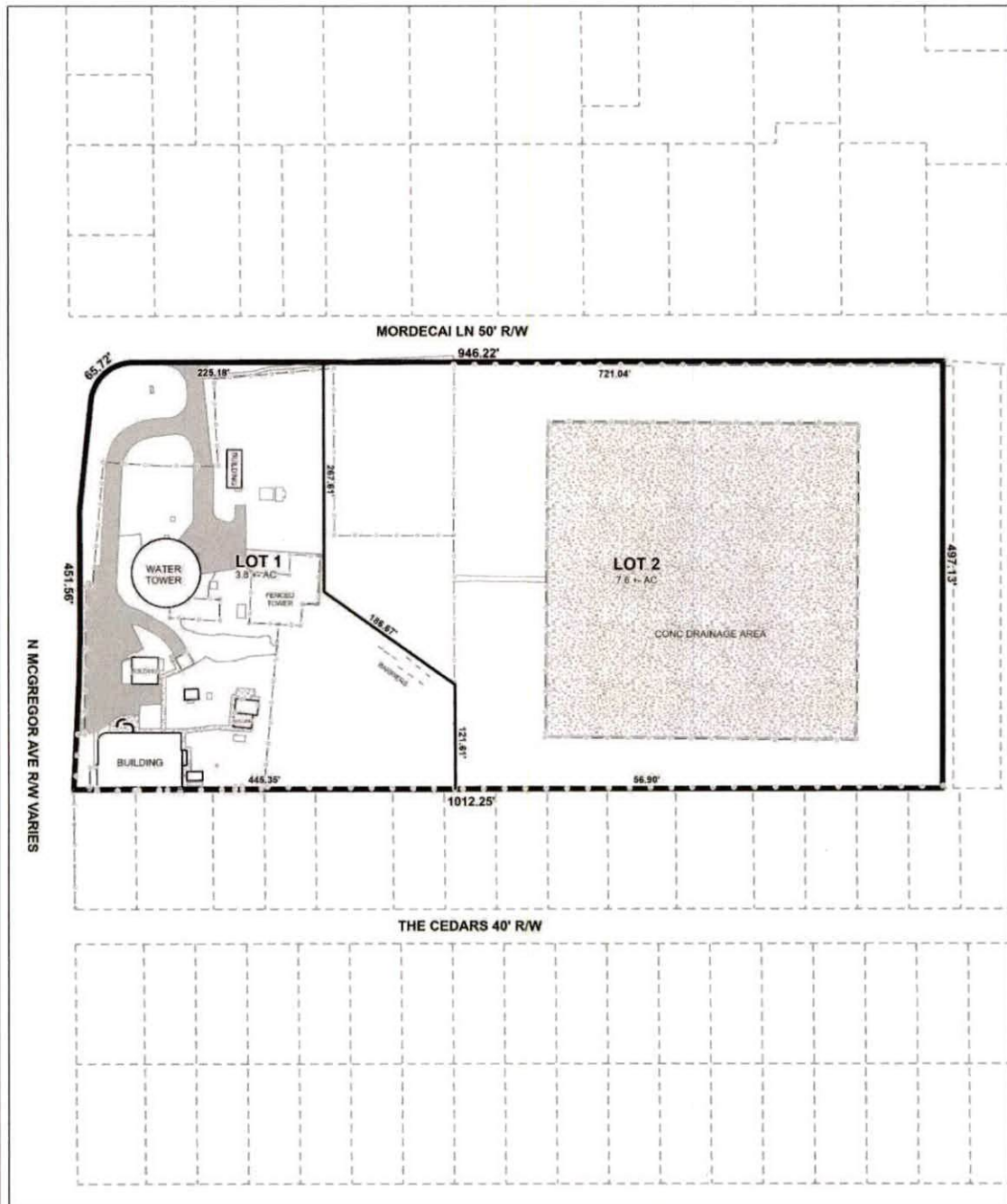
REQUEST Subdivision, PA Modification

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.

RESOLUTION

Sponsored by: Councilmember Samantha Ingram, District 2

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that Gabriel Peck is appointed to the Golf Course Advisory Committee
effective immediately for a term ending December 30, 2028.

Adopted:

City Clerk

RESOLUTION

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

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that Joan Hendrix is appointed to the Human Relations Commission effective
immediately for a term ending December 30, 2027.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Councilmember Beau Fleming, District 5

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that Riley Copeland is appointed to the Mobile Tennis Center Advisory Board
effective immediately for a term ending December 30, 2028.

Adopted:

City Clerk

RESOLUTION

Sponsored by: *Councilmember Gina Gregory, District 7*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **\$1,026.00** be transferred from the District 7 General Fund, Discretionary Account DSC-07, from General Fund Account 10041020-42080 to **City of Mobile Events, Account No. 10041534-43130** and will be used **to assist with Mobile Terrace Youth Organization Motorcade on February 21, 2026.**

Adopted:

City Clerk

RESOLUTION

Sponsored by: Councilmember Cory Penn, District 1

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the intersection of Main Street and Berkley Avenue be given the honorary name of "Honorary Rev. Dr. Ulmer Marshall, Jr. Way".

Adopted:

City Clerk

RESOLUTION

Sponsored by: Councilmember Gina Gregory, District 7

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, THAT the senior center building, located at the Hillsdale Community Center, be officially named “John E. King Hillsdale Senior Center”.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 30, 2025

Submitted by:

Joseph Snowden

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution-Deirdra States.pdf

REVIEWERS:

Dawn Seese

Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 to the following employee:

• November 2025 – Deirdra States (Employee # 12198)

Information Technology – Helpdesk Manager

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk

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

Sponsored by: Councilmember Cory Penn

WHEREAS, *Councilmember Penn wishes to appropriate \$2,000.00 to **People United to Advance the Dream Mobile, Inc.**, from the District 1 Discretionary Fund (10041020 42080); and*

WHEREAS, *to **People United to Advance the Dream Mobile, 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 **People United to Advance the Dream Mobile, Inc.**, will be used to assist with the upcoming 36th Annual Dr. Martin Luther King, Jr. Birthday Celebration on January 15, 2026.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$2,000.00 to People United to Advance the Dream Mobile, 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 *Beau Fleming*

WHEREAS, Councilmember Fleming wishes to appropriate **\$300.00** to **People United to Advance the Dream Mobile, Inc.**, from the District 5 Discretionary Fund (10041020 42080); and

WHEREAS, **People United to Advance the Dream Mobile, 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 **People United to Advance the Dream Mobile, Inc.**, will be used to assist with the 36th Annual Dr. Martin Luther King, Jr. Birthday Celebration on January 15, 2026.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$300.00** **People United to Advance the Dream Mobile, 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 Gina Gregory, District 7

WHEREAS, *Councilmember Gregory wishes to appropriate \$1,000.00 to **People United to Advance the Dream Mobile, Inc.***, from the *District 7 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***People United to Advance the Dream Mobile, 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 ***People United to Advance the Dream Mobile, Inc.***, will be used to *assist with the 36th Annual Dr. Martin Luther King, Jr. Birth Celebration on January 15, 2026.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of ***\$1,000.00 to People United to Advance the Dream Mobile, 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: Councilmembers C. J. Small, District 3

WHEREAS, *Councilmember Small wishes to appropriate \$5,000.00 to **Events Mobile, Inc.**, from the District 3 Discretionary Fund (10041020 42080); and*

WHEREAS, **Events Mobile, 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 **Events Mobile, Inc.**, will be used to *assist with the MoonPie over Mobile*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$5,000.00 to Events Mobile, 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: Councilmembers C. J. Small, District 3

WHEREAS, *Councilmember Small wishes to appropriate \$575.00 to **Keep Mobile Beautiful, Inc.**, from the District 3 Discretionary Fund (10041020 42080); and*

WHEREAS, **Keep Mobile Beautiful, 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 **Keep Mobile Beautiful, Inc.**, 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 **\$575.00 to Keep Mobile Beautiful, 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 *Beau Fleming*

WHEREAS, *Councilmember Fleming* wishes to appropriate **\$500.00** to ***Keep Mobile Beautiful, Inc.***, from the *District 5 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Keep Mobile Beautiful, 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 ***Keep Mobile Beautiful, Inc.***, 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 **\$500.00** ***Keep Mobile Beautiful, 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 Ben Reynolds*

WHEREAS, *Councilmember Reynolds wishes to appropriate \$500.00 to Theodore High School All Class, from District 4 Discretionary Funds (10041020 42080); and*

WHEREAS, ***Dodge Elementary School***, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

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

WHEREAS, the Mobile City Council determines that this appropriation to ***Theodore High School All Class***, *will be used to assist with the 2025 Christmas Toy Drive*, which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$500.00 to Theodore High School All Class for the purposes described hereinabove and pursuant to the language on request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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

Sponsored by: Councilmember Gina Gregory, District 7

WHEREAS, *Councilmember Gregory wishes to appropriate \$500.00 to **ROAR Reach Out for Animal Rights***, from the *District 7 Discretionary Fund (10041020 42080)*; and

WHEREAS, **ROAR Reach Out for Animal Rights**, 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 **ROAR Reach Out for Animal Rights**, will be used to *assist with emergency medical treatments, vaccinations, and spay or neuterings*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$500.00 to ROAR Reach Out for Animal Rights**, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 30, 2025

Submitted by:

John Forrester, City Engineer

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

Gina Gregory, Councilmember

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

This fund reallocation will allow the City of Mobile to dredge and remove the material that has built up in the 12 Mile Creek basin at Museum Drive. The basin will be brought back to the specification achieved during the Phase I - 12 Mile Creek Stream Stabilization project. This sediment was deposited during the April 2025 storm, and removal will stop the sediment from entering Langan Lake during lake dredging. The complements the current construction project stabilizing and restoring Azalea Golf Course drainage and stabilizing the woods in between the Creek and the Golf Course.

Amount of Contract:

Funding Source

CIP C0992 to C0647

ATTACHMENTS:

1. Transfer Request C0992 to C0647
2. Budget Transfer Request Form From C0992 Carlisle Ditch Drg Repair to C0647 (CP)
Langan Park 12 Mile Ck 12.16.2025

REVIEWERS:

Jessica White

John Forrester

Brenda Rhodes

Cherlina Monteiro

2025

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis
Council Member Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$100,000.00 be reallocated from 2025 CIP Project (C0992) Carlisle Ditch Drainage Repairs (D7-2025 CIP) to Capital Project (C0647) Langan Park 12 Mile Creek Bank Stabilization project to help reduce sedimentation from reaching Langan Park Lake.

ADOPTED:

City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 12/15/2025

BUDGET TRANSFER: ☒ (from one project to another)

DISTRICT#: Select Item.

REQUEST: Please transfer \$ 100,000

FROM CAPITAL PROJECT#: C0992

CAPITAL PROJECT NAME: Carlisle Ditch Drainage Repair

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: C0647 (Capital Project)

PROJECT NAME: Langan Park 12 mile Creek Bank Stabilization

DEPT. PROJECT#: _____

LaShay Williams
Employee signature

[Signature]
Approval signature



CAPITAL CONTRACT SUMMARY SHEET



December 10, 2025

Subject: Change Order No. 1 – Erosion Mitigation at Azalea City Golf Course and Twelve Mile Creek

Dear Councilmembers,

Attached for your review is **Change Order No. 1** to the contract between the City of Mobile (Owner) and James H. Adams & Sons Construction Company, Inc. (Contractor) for the **Erosion Mitigation at Azalea City Golf Course and Twelve Mile Creek** COM Project No. 2024-2045-04.

The scope of this Change Order is for the work involved to remove sediment from the basin/pond of Twelve-Mile Creek to help reduce sedimentation from reaching the Langan Park Lakes. The total net increase to the contract amount is **\$130,132.00**, reflecting the costs of materials and labor for the listed task.

We appreciate your continued support and communication on this important infrastructure project. Should you have any questions, please contact **Jennifer Greene** at (251) 208-7199 or via email at jennifer.greene@cityofmobile.org.

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Greene'.

Jennifer Greene
Director of Programs and Project Management
Public Works

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

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, Change Order No.1 to the contract, by and between the City of Mobile, and the company listed below, for work as outlined in the Change Order No.1 attached hereto and made a part hereof as though set forth in full. A copy of said executed Change Order No.1 is on file in the office of the City Clerk.

NAME OF COMPANY: James H. Adams & Sons Construction Company, Inc.

PROJECT NAME: Erosion Mitigation at Azalea City Golf Course and 12 Mile Creek

PROJECT NO: 2024-2045-04

AMOUNT: \$130,132.00 (Increase)

Adopted:

City Clerk

Date

McCrory Williams
INCORPORATED
E n g i n e e r s S u r v e y o r s

December 17, 2025

City of Mobile
205 Government Street
Mobile, Alabama 36633

Attn: Jennifer Greene

RE: Project No. 2024-2045-04
Erosion Mitigation at Azalea City Golf Course and 12 Mile Creek

Dear Jenn,

We are submitting the Change Order #1 for the above referenced project. The Change Order was instituted by the Contractor and the City of Mobile to address the need for additional work items that were not in the original contract agreement. The change order covers the items required for the additional unclassified excavation needed in the 12 Mile Creek Forebay area to remove sediment that has accumulated in the creek.

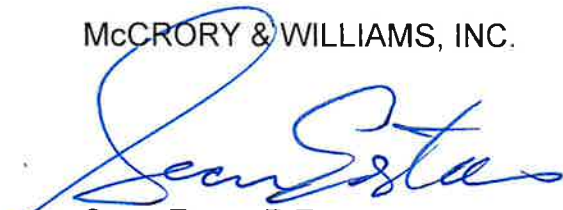
The unit prices have been reviewed and found to be reasonable, fair and equitable in today's market. We recommend approval of the Change Order 1 because it is in the best interest of the City of Mobile.

The change order method is being used rather than competitive bids for three reasons. The competitive bid method would be more expensive, more time consuming and is not practical given the schedule.

If you should have any questions, please let us know.

Yours truly,

McCRORY & WILLIAMS, INC.



Sean Estes, P.E.

Clements, Jake

From: Sean Estes <sestes@mcwinc.com>
Sent: Friday, November 21, 2025 1:47 PM
To: Clements, Jake; Greene, Jennifer
Cc: Forrester, John
Subject: Azalea City Golf Course - 12 Mile Creek Excavation
Attachments: NOV-25 POND EXCAVATION.pdf

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.

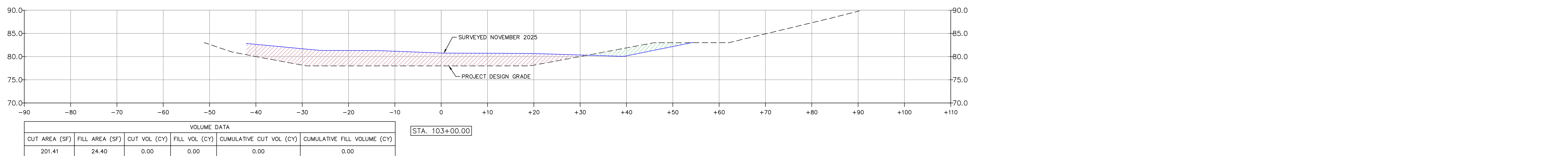
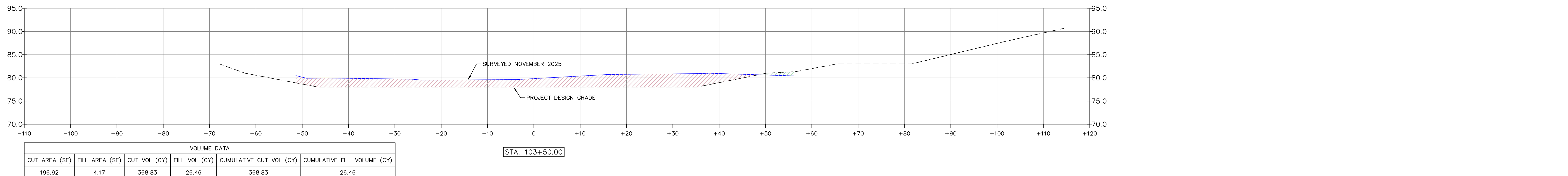
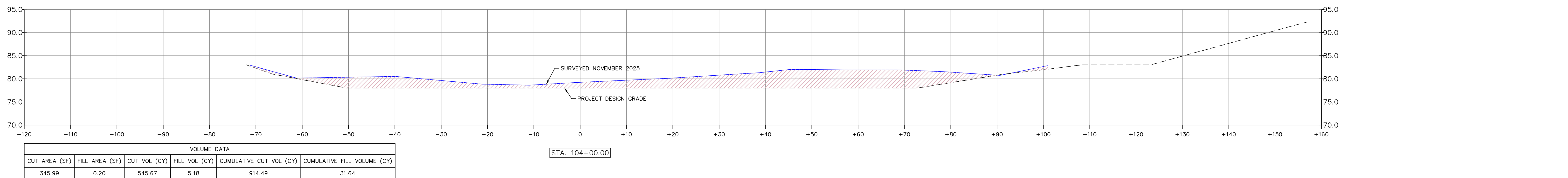
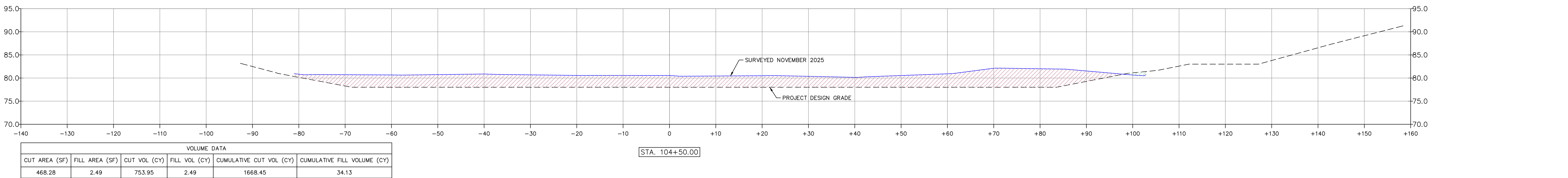
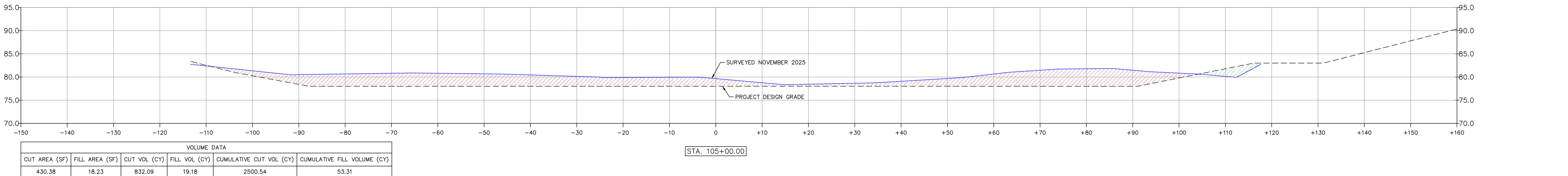
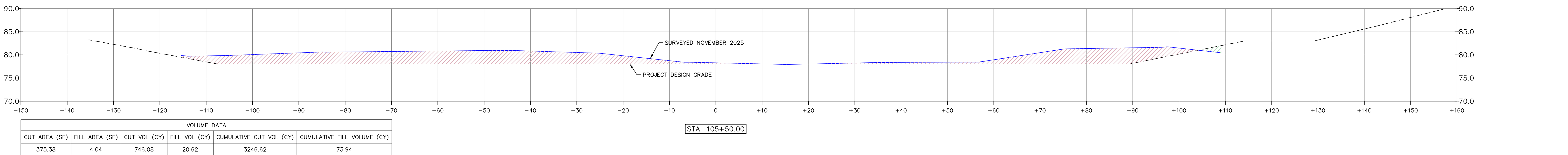
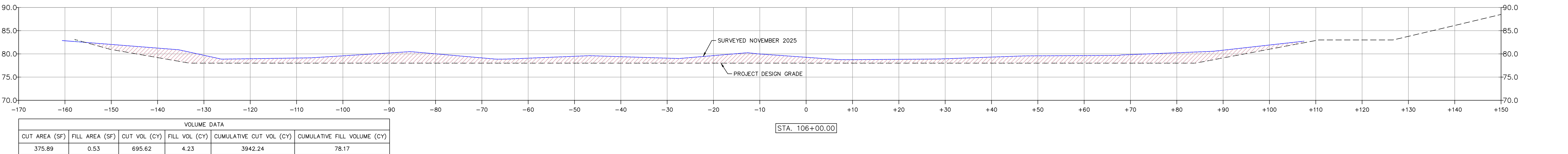
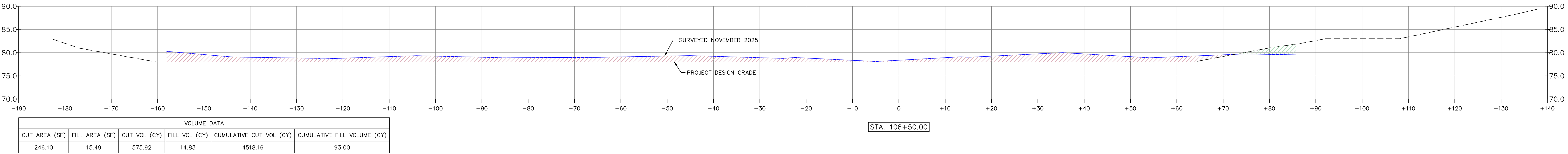
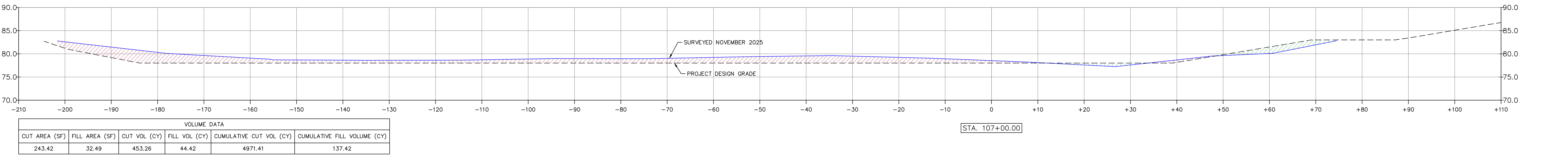
Sorry, but I misspoke last week. It looks like we will not underrun the project. So we will not have any extra funds to put towards the clean out of the pond at 12 Mile Creek / Museum Drive.

We have completed the survey of the pond and have included the cross sections with this email. It looks like approximately 4,971 in-place cubic yards (or 7,102 cy(Truck Bed Measure)) needs to be excavated to get back to the proposed elevations from the previous project. If we can get James Adam & Son Construction to excavate it for \$16/cy(TBM), then we are looking at \$113,632. \$16/cy(TBM) is the James Adam & Son Construction unit price from the previous project. Do you want me to get with Antonio and make sure he is agreeable to these numbers first, before you decide?

How do you want me to proceed?

Sean M Estes, P.E.

McCrary & Williams, Inc.
3207 International Dr, Suite G
Mobile, Ala. 36606
Office: (251) 476-4720





JUSTIFICATION FOR CHANGE ORDER

PROJECT: EROSION MITIGATION AT AZALEA CITY GOLF COURSE AND TWELVE MILE CREEK

CHANGE ORDER NO: ONE (1)

CONTRACTOR: JAMES H. ADAMS CONSTRUCTION COMPANY, INC.

PROJECT NO: 2024-2045-04

CAPITAL PROJECT NO.: C0647

CONTRACT NO: 5480

VENDOR NO: 11578

The attached Change Order number one (1) to contract with James H. Adams Construction Company, Inc. dated December 10, 2025, is required because of the following:

- ☐ 1. Unusual and difficult circumstances which arose during the course of the execution of the contraction with could not have been reasonable foreseen.
- ☐ 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.
- ☐ 3. Emergencies arising during the course of the work.
- ☐ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.
- ☒ 5. See attached memo.
- ☒ 6. Other: See attached detailed summary.

In addition to the attached memo and detailed summary, the cost is both fair and reasonable, and it is recommended for the City of Mobile to have this work done by change order because the Contractor is already onsite and has the required trades at the site, reducing unit costs. It would also allow for the inclusion of all work under one warranty.

Jake Clements

Project Manager, Programs and Project Management

PROJECT NO: 2024-2045-04

TITLE: Erosion Mitigation at Azalea City Golf Course & 12 Mile Creek

CONTRACT NO: 5480

FIN. PROJECT NO: C0647

CONTRACTOR: James H. Adams & Son Construction Company, Inc.

CHANGE ORDER NO.: 1

ORIGINAL CONTRACT AMOUNT: \$ 642,444.00

CO No.1: \$ 130,132.00

CONTRACT AMOUNT AFTER CO No.1: \$ 772,576.00

			SCHEDULE			
Scope	Item #	Description	Unit	Quantity	Unit Price	Bid Amount
PHASE 1	201-B	SELECTIVE CLEARING AND GRUBBING	ACRE	1	\$ 10,000.00	\$ 10,000.00
	206-C	REMOVING CONCRETE PAVEMENT	SY	4	\$ 20.00	\$ 80.00
	206-E1	REMOVING INLETS	EA	2	\$ 1,000.00	\$ 2,000.00
	206-E2	REMOVING INLETS (PARTIAL)	EA	13	\$ 800.00	\$ 10,400.00
	210-A	UNCLASSIFIED EXCAVATION	CY(TBM)	900	\$ 15.00	\$ 13,500.00
	210-D	BORROW EXCAVATION (A2 OR BETTER)	CY(TBM)	800	\$ 20.00	\$ 16,000.00
	430-B	AGGREGATE SURFACING	TON	43	\$ 80.00	\$ 3,440.00
	450-A	CONCRETE PAVEMENT 4" THICK (CART PATH)	SY	25	\$ 80.00	\$ 2,000.00
	533-A	18" STORM DRAIN PIPE (PVC C900)	LF	315	\$ 70.00	\$ 22,050.00
	534-A1	CLEAN STORM DRAIN PIPE (HEAVY)	LF	1,050	\$ 30.00	\$ 31,500.00
	534-A2	CLEAN STORM DRAIN PIPE (LIGHT)	LF	1,050	\$ 30.00	\$ 31,500.00
	534-A3	VIDEO STORM DRAIN PIPE	LF	2,100	\$ 6.00	\$ 12,600.00
	600-A	MOBILIZATION	LS	1	\$ 50,000.00	\$ 50,000.00
	621-C1	INLET, TYPE W (ALL DEPTHS)	EA	2	\$ 7,000.00	\$ 14,000.00
	621-C2	INLET, TYPE W (PARTIAL)	EA	12	\$ 5,000.00	\$ 60,000.00
	621-C3	INLET UNIT, TYPE W (PARTIAL) (2' INCREMENT)	EA	4	\$ 800.00	\$ 3,200.00
	650-A	TOPSOIL	CY	400	\$ 20.00	\$ 8,000.00
	652-A	SEEDING	ACRE	1	\$ 2,000.00	\$ 2,000.00
	654-A	SOLID SODDING (REPLACE IN KIND)	SY	4,000	\$ 10.00	\$ 40,000.00
	656-A	MULCHING	ACRE	1	\$ 2,000.00	\$ 2,000.00
	659-C	ROLLED EROSION CONTROL PRODUCT, TYPE C10	SY	280	\$ 6.00	\$ 1,680.00
	665-E	POLYETHYLENE	SY	500	\$ 3.00	\$ 1,500.00
	665-J	SILT FENCE, TYPE B	LF	2,000	\$ 3.00	\$ 6,000.00
	665-O	SILT FENCE REMOVAL	LF	2,000	\$ 1.00	\$ 2,000.00
	665-P	INLET PROTECTION, STAGE 3 OR 4	EA	15	\$ 800.00	\$ 12,000.00
	665-Q	WATTLE	LF	200	\$ 10.00	\$ 2,000.00
	674-A	CONSTRUCTION SAFETY FENCE	LF	400	\$ 3.00	\$ 1,200.00
	740-B	TRAFFIC CONTROL PLAN & IMPLEMENTATION	LS	1	\$ 10,000.00	\$ 10,000.00
	999-X	TEMPORARY ACCESS ROAD FOR CONSTRUCTION (INSTALL & REMOVE)(INCLUDES PROPERTY	LS	1	\$ 25,319.00	\$ 25,319.00
	999-Z	WORK OF SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER	LS	1	\$ 10,000.00	\$ 10,000.00
					PHASE 1 TOTAL:	\$ 405,969.00

PROJECT NO: 2024-2045-04

TITLE: Erosion Mitigation at Azalea City Golf Course & 12 Mile Creek

CONTRACT NO: 5480

FIN. PROJECT NO: C0647

CONTRACTOR: James H. Adams & Son Construction Company, Inc.

CHANGE ORDER NO.: 1

ORIGINAL CONTRACT AMOUNT: \$ 642,444.00

CO No.1: \$ 130,132.00

CONTRACT AMOUNT AFTER CO No.1: \$ 772,576.00

		SCHEDULE				
Scope	Item #	Description	Unit	Quantity	Unit Price	Bid Amount
PHASE 2	201-B	SELECTIVE CLEARING AND GRUBBING	ACRE	1	\$ 10,000.00	\$ 10,000.00
	206-D	REMOVING PIPE	LF	35	\$ 20.00	\$ 700.00
	210-A	UNCLASSIFIED EXCAVATION	CY(TBM)	580	\$ 15.00	\$ 8,700.00
	210-D	BORROW EXCAVATION (A2 OR BETTER)	CY(TBM)	300	\$ 20.00	\$ 6,000.00
	600-A	MOBILIZATION	LS	1	\$ 20,000.00	\$ 20,000.00
	610-C1	LOOSE RIPRAP, CLASS 2, 24" THICK	SY	1,275	\$ 100.00	\$ 127,500.00
	610-D	FILTER BLANKET, GEOTEXTILE (NON-WOVEN)	SY	1,275	\$ 3.00	\$ 3,825.00
	615-B	GROUT FOR RIPRAP	CY	10	\$ 500.00	\$ 5,000.00
	650-A	TOPSOIL	CY	75	\$ 20.00	\$ 1,500.00
	652-A	SEEDING	ACRE	1	\$ 2,000.00	\$ 2,000.00
	654-A	SOLID SODDING (REPLACE IN KIND)	SY	200	\$ 10.00	\$ 2,000.00
	656-A	MULCHING	ACRE	1	\$ 2,000.00	\$ 2,000.00
	665-J	SILT FENCE, TYPE A	LF	750	\$ 5.00	\$ 3,750.00
	665-O	SILT FENCE REMOVAL	LF	750	\$ 2.00	\$ 1,500.00
	665-Q	WATTLE	LF	200	\$ 10.00	\$ 2,000.00
	740-B	TRAFFIC CONTROL PLAN & IMPLEMENTATION	LS	1	\$ 10,000.00	\$ 10,000.00
	999-Y	TEMPORARY LOW WATER CROSSING (INSTALL & REMOVE)	EA	4	\$ 5,000.00	\$ 20,000.00
	999-Z	WORK OF SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER	LS	1	\$ 10,000.00	\$ 10,000.00
					PHASE 2 TOTAL:	\$ 236,475.00

(Phase 1 + Phase 2) Grand Total: \$ 642,444.00

CHANGE ORDER NO.1		UNCLASSIFIED EXCAVATION	CY(TBM)	7,102	\$ 16.00	\$ 113,632.00
		MOBILIZATION	LS	1	\$ 10,000.00	\$ 10,000.00
		SEEDING	ACRE	1	\$ 2,000.00	\$ 2,000.00
		FLOATING BASIN BOOM	LF	300	\$ 15.00	\$ 4,500.00
Change Order No.1 total:						\$ 130,132.00

Original Contract Amount: \$ 642,444.00

Contract Amount after Change Order: \$ 772,576.00



**EROSION MITIGATION AT AZALEA CITY
GOLF COURSE AND 12 MILE CREEK**

PROJECT No. 2024-2045-04

BID DATE – JULY 30, 2025



CITY OF MOBILE
EROSION MITIGATION AT AZALEA CITY GOLF COURSE AND 12 MILE CREEK

Project No. ~~2025-3005-20~~
2024-2045-04

ADDENDUM #1

This addendum includes questions and answers from the pre-bid meeting on July 17, 2025, an attendee list and includes the Required Items Checklist and Exhibit A – new ITEM III - PROPOSAL. This addendum consists of a total of 18 pages, including the cover page.

Please replace original proposal in contract documents with Exhibit A.

A final addendum will be posted on Friday, July 25, 2025 by COB that will include any remaining questions received prior to the deadline of 5pm on July 23, 2025 and an updated proposal form.

Instructions: Please acknowledge receipt of this addendum by signing this form and including it in your submittal on July 30, 2025.

Acknowledgement: I hereby acknowledge receipt of Addendum 1. I understand that failure to confirm the receipt of addenda may be cause for rejection of this submittal.

JAMES H. ADAMSON
Company

[Signature]
Authorized Signature

7/28/25
Date

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ITEM I

ADVERTISEMENT FOR BIDS

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 P.M.. local time, Wednesday, July 30, 2025 and then publicly opened and read in the Commission Conference Chamber, 1st Floor, for constructing:

Project No: ~~2025-3005-20~~ 2024-2045-04
Project: EROSION MITIGATION AT AZALEA CITY GOLF COURSE
AND 12 MILE CREEK

Project Description: CONCRETE INLETS, CONCRETE PIPE, RIPRAP AND
PROPERTY RESTORATION

Plans and contract documents may be inspected and obtained from the office of McCrory & Williams, Inc., 3207 International Drive, Suite G, Mobile, Alabama 36606, upon payment of seventy-five dollars (\$75.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on Monday, July 21, 2025.

A Mandatory Pre-Bid Conference will be held in the Commission Conference Chamber, 1st Floor, South Tower, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Thursday, July 17th at 1:00 PM. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. *Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project. A single individual cannot represent more than one contracting company.*

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the complete bid package and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond \$10,000), made payable to the CITY, and certified by a

reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of Contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of Contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such Contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a Contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for Completion of EROSION MITIGATION AT AZALEA CITY GOLF COURSE AND 12 MILE CREEK, City of Mobile Project No. ~~2025-3005-20~~, in the City of Mobile, Alabama".

2024-2045-04

ITEM II

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

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

6. OWNER:

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

7. GUARANTY AND INSURANCE:

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

8. BONDS AND INSURANCE:

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

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of EROSION MITIGATION AT AZALEA CITY GOLF COURSE AND 12 MILE CREEK, City of Mobile Project No. ~~2025-3005-20~~, in the City of Mobile, Alabama". 2024-2045-04

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) **Major Classification** or a Highways & Streets (HS) **Major Classification** per Section 230-X-27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- c. Contractor default under previous contracts with the owner.
- d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) **Subcontractor's Status:** A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) **Notice of Intent:** The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III

PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date

7/30/25

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

Project No:

~~2025-3005-20~~ 2024-2045-04

Project Name:

**EROSION MITIGATION AT AZALEA CITY GOLF
COURSE AND 12 MILE CREEK**

Project Description:

**CONCRETE INLETS, CONCRETE PIPE, RIPRAP AND
PROPERTY RESTORATION**

The Bidder further agrees to construct the improvements in 90 working days.

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

All work performed under this Contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

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

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 12:00 p.m. on Monday, February 3, 2025. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

PHASE 1

Item Number	Approximate Quantities	Item with Unit Price Written in Words	Unit Bid Price	Amount Bid
201-B	1	SELECTIVE CLEARING AND GRUBBING For <u>TEN THOUSAND</u> Dollars And <u>NO</u> Cents per ACRE	10,000 ⁰⁰	10,000
206-C	4	REMOVING CONCRETE PAVEMENT For <u>TWENTY</u> Dollars And <u>NO</u> Cents per SQUARE YARD	20 ⁰⁰	80 ⁰⁰
206-E1	2	REMOVING INLETS For <u>ONE THOUSAND</u> Dollars And <u>NO</u> Cents per EACH	1000 ⁰⁰	2,000
206-E2	13	REMOVING INLETS (PARTIAL) For <u>EIGHT HUNDRED</u> Dollars And <u>NO</u> Cents per EACH	800 ⁰⁰	10,400

Item Number	Approximate Quantities	Item with Unit Price Written in Words	Unit Bid Price	Amount Bid
210-A	900	UNCLASSIFIED EXCAVATION For <u>FIFTEEN</u> Dollars And <u>NO</u> Cents per CUBIC YARD (TBM)	15 ⁰⁰	13,500
210-D	800	BORROW EXCAVATION (A2 OR BETTER) For <u>TWENTY</u> Dollars And <u>NO</u> Cents per CUBIC YARD (TBM)	20 ⁰⁰	16,000
430-B	43	AGGREGATE SURFACING For <u>EIGHTY</u> Dollars And <u>NO</u> Cents per TON	80 ⁰⁰	3,440
450-A	25	CONCRETE PAVEMENT 4" THICK (CART PATH) For <u>EIGHTY</u> Dollars And <u>NO</u> Cents per SQUARE YARD	80 ⁰⁰	2,000
533-A	315	18" STORM DRAIN PIPE (PVC C900) For <u>SEVENTY</u> Dollars And <u>NO</u> Cents per LINEAR FOOT	70 ⁰⁰	22,050

Item Number	Approximate Quantities	Item with Unit Price Written in Words	Unit Bid Price	Amount Bid
534-A1	1050	CLEAN STORM DRAIN PIPE (HEAVY) For <u>THIRTY</u> Dollars And <u>NO</u> Cents per LINEAR FOOT	30 ⁰⁰	31,500
534-A2	1050	CLEAN STORM DRAIN PIPE (LIGHT) For <u>THIRTY</u> Dollars And <u>NO</u> Cents per LINEAR FOOT	30 ⁰⁰	31,500
534-A3	2100	VIDEO STORM DRAIN PIPE For <u>SIX</u> Dollars And <u>NO</u> Cents per LINEAR FOOT	6 ⁰⁰	12,600
600-A	1	MOBILIZATION For <u>FIFTY THOUSAND</u> Dollars And <u>NO</u> Cents per LUMP SUM		50,000
621-C1	2	INLET, TYPE W (ALL DEPTHS) For <u>SEVEN THOUSAND</u> Dollars And <u>NO</u> Cents per EACH	7000 ⁰⁰	14,000

Item Number	Approximate Quantities	Item with Unit Price Written in Words	Unit Bid Price	Amount Bid
621-C2	12	INLET, TYPE W (PARTIAL) For <u>FIVE THOUSAND</u> Dollars And <u>NO</u> Cents per EACH	5000 ⁰⁰	60,000
621-C3	4	INLET UNIT, TYPE W (PARTIAL) (2' INCREMENT) For <u>EIGHT HUNDRED</u> Dollars And <u>NO</u> Cents per EACH	800 ⁰⁰	3200
650-A	400	TOPSOIL For <u>TWENTY</u> Dollars And <u>NO</u> Cents per CUBIC YARD	20 ⁰⁰	8,000
652-A	1	SEEDING For <u>TWO THOUSAND</u> Dollars And <u>NO</u> Cents per ACRE	2000 ⁰⁰	2,000
654-A	4000	SOLID SODDING (REPLACE IN KIND) For <u>TEN</u> Dollars And <u>NO</u> Cents per SQUARE YARD	10 ⁰⁰	40,000

Item Number	Approximate Quantities	Item with Unit Price Written in Words	Unit Bid Price	Amount Bid
656-A	1	MULCHING For <u>TWO THOUSAND</u> Dollars And <u>NO</u> Cents per ACRE	2000 ⁰⁰	2000
659-C	280	ROLLED EROSION CONTROL PRODUCT, TYPE C10 For <u>SIX</u> Dollars And <u>NO</u> Cents per SQUARE YARD	6 ⁰⁰	1680
665-E	500	POLYETHYLENE For <u>THREE</u> Dollars And <u>NO</u> Cents per SQUARE YARD	3 ⁰⁰	1500
665-J	2000	SILT FENCE, TYPE B For <u>THREE</u> Dollars And <u>NO</u> Cents per LINEAR FEET	3 ⁰⁰	6,000
665-O	2000	SILT FENCE REMOVAL For <u>ONE</u> Dollars And <u>NO</u> Cents per LINEAR FEET	1 ⁰⁰	2000

Item Number	Approximate Quantities	Item with Unit Price Written in Words	Unit Bid Price	Amount Bid
665-P	15	INLET PROTECTION, STAGE 3 OR 4 For <u>EIGHT HUNDRED</u> Dollars And <u>NO</u> Cents per EACH	<u>800⁰⁰</u>	<u>12,000</u>
665-Q	200	WATTLE For <u>TEN</u> Dollars And <u>NO</u> Cents per LINEAR FEET	<u>10⁰⁰</u>	<u>2000</u>
674-A	400	CONSTRUCTION SAFETY FENCE For <u>THREE</u> Dollars And <u>NO</u> Cents per LINEAR FEET	<u>3⁰⁰</u>	<u>1200</u>
740-B	1	TRAFFIC CONTROL PLAN & IMPLEMENTATION For <u>TEN THOUSAND</u> Dollars And <u>NO</u> Cents per LUMP SUM	<u>10,000⁰⁰</u>	<u>10,000</u>

Item Number	Approximate Quantities	Item with Unit Price Written in Words	Unit Bid Price	Amount Bid
999-X	1	TEMPORARY ACCESS ROAD FOR CONSTRUCTION (INSTALL & REMOVE) (INCLUDES PROPERTY RESTORATION) For <u>TWENTY FIVE THOUSAND</u> Dollars <u>THREE HUNDRED NINETEEN</u> And <u>NO</u> Cents per LUMP SUM	25,319	25,319
999-Z	1	WORK OF SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER For <u>Ten Thousand</u> Dollars And <u>Zero</u> Cents per LUMP SUM	\$10,000.00	\$10,000.00
PHASE 1 TOTAL				405,969

PHASE 2

Item Number	Approximate Quantities	Item with Unit Price Written in Words	Unit Bid Price	Amount Bid
201-B	1	SELECTIVE CLEARING AND GRUBBING For <u>TEN THOUSAND</u> Dollars And <u>NO</u> Cents per ACRE	10,000 ⁰⁰	10,000
206-D	35	REMOVING PIPE For <u>TWENTY</u> Dollars And <u>NO</u> Cents per LINEAR FOOT	20 ⁰⁰	700
210-A	580	UNCLASSIFIED EXCAVATION For <u>FIFTEEN</u> Dollars And <u>NO</u> Cents per CUBIC YARD (TBM)	15 ⁰⁰	8,700
210-D	300	BORROW EXCAVATION (A2 OR BETTER) For <u>TWENTY</u> Dollars And <u>NO</u> Cents per CUBIC YARD (TBM)	20 ⁰⁰	6,000
600-A	1	MOBILIZATION For <u>TWENTY THOUSAND</u> Dollars And <u>NO</u> Cents per LUMP SUM		20,000

Item Number	Approximate Quantities	Item with Unit Price Written in Words	Unit Bid Price	Amount Bid
610-C	1275	LOOSE RIPRAP, CLASS 2, 24" THICK For <u>ONE HUNDRED</u> Dollars <u>NO</u> And _____ Cents _____ per SQUARE YARD	100 ⁰⁰	127,500
610-D	1275	FILTER BLANKET, GEOTEXTILE (NON-WOVEN) For <u>THREE</u> Dollars _____ And <u>NO</u> Cents _____ per SQUARE YARD	3 ⁰⁰	3,825
615-B	10	GROUT FOR RIPRAP For <u>FIVE HUNDRED</u> Dollars _____ And <u>NO</u> Cents _____ per CUBIC YARD	500 ⁰⁰	5,000
650-A	75	TOPSOIL For <u>TWENTY</u> Dollars _____ And <u>NO</u> Cents _____ per CUBIC YARD	20 ⁰⁰	1,500
652-A	1	SEEDING For <u>TWO THOUSAND</u> Dollars _____ And <u>NO</u> Cents _____ per ACRE	2000 ⁰⁰	2,000

Item Number	Approximate Quantities	Item with Unit Price Written in Words	Unit Bid Price	Amount Bid
654-A	200	SOLID SODDING (REPLACE IN KIND) For <u>TEN</u> Dollars And <u>NO</u> Cents per SQUARE YARD	10 ⁰⁰	2000
656-A	1	MULCHING For <u>TWO THOUSAND</u> Dollars And <u>NO</u> Cents per ACRE	2000 ⁰⁰	2000
665-J	750	SILT FENCE, TYPE A For <u>FIVE</u> Dollars And <u>NO</u> Cents per LINEAR FEET	5 ⁰⁰	3750
665-O	750	SILT FENCE REMOVAL For <u>TWO</u> Dollars And <u>NO</u> Cents per LINEAR FEET	2 ⁰⁰	1500
665-Q	200	WATTLE For <u>TEN</u> Dollars And <u>NO</u> Cents per LINEAR FEET	10 ⁰⁰	2000

Item Number	Approximate Quantities	Item with Unit Price Written in Words	Unit Bid Price	Amount Bid
740-B	1	TRAFFIC CONTROL PLAN & IMPLEMENTATION For <u>TEN THOUSAND</u> Dollars And <u>NO</u> Cents per LUMP SUM	10,000 ⁰⁰	10,000
999-Y	4	TEMPORARY LOW WATER CROSSING (INSTALL & REMOVE) For <u>FIVE THOUSAND</u> Dollars And <u>NO</u> Cents per EACH	5,000	20,000
999-Z	1	WORK OF SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER For <u>Ten Thousand</u> Dollars And <u>Zero</u> Cents per LUMP SUM	\$10,000.00	\$10,000.00
PHASE 2 TOTAL				236,475 ⁰⁰

BID SUMMARY

PHASE 1 TOTAL	405,969.00
PHASE 2 TOTAL	236,475.00
PHASE 1 TOTAL + PHASE 2 TOTAL	642,444.00

Phase 1 Total 405,969⁰⁰

Written in words FOUR HUNDRED FIVE THOUSAND NINE HUNDRED SIXTY NINE DOLLARS & NO CENTS

Phase 2 Total 236,475

Written in words TWO HUNDRED THIRTY SIX THOUSAND FOUR HUNDRED SEVENTY FIVE DOLLARS & NO CENTS

Number of working days to complete 60 working days

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

By _____

Signature of Bidder JAMES H. ADAMS & SON CONST. CO. INC.
(If a Corporation)

By James H. Adams
President
James H. Adams
Print

Business Address 535 Hwy 43 - Chickasaw
36611

Business Address _____

Secretary

Print

Business Address _____

Treasurer

Print

(Corporate Seal)

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

ATTEST: James H. Adams
Secretary

ALABAMA 12007
State License Number

Corporate Seal

ITEM IV

BID BOND

KNOW ALL MEN BY THESE PRESENT:

That James H. Adams & Son Construction Co., Inc.
(Name of Contractor)
P.O. Box 11306, Chickasaw, AL 36671
(Address)
as Principal, and Harco National Insurance Company
(Name of Surety)
4200 Six Forks Rd., Suite 1400, Raleigh, NC 27609
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is \$10,000) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **EROSION MITIGATION AT AZALEA CITY GOLF COURSE AND 12 MILE CREEK**,
City of Mobile Project No. ~~2025-3005-20~~
2024-2045-04

The condition of this obligation is such that if the aforesaid Principal shall be awarded the Contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed \$10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered July 30, 2025 (Date)

James H. Adams & Son Construction Co., Inc.

Witness as to Principal By:

[Signature] (Contracting Firm)
(SEAL)
Harco National Insurance Company (Name of Surety)

COUNTERSIGNED:

Alabama Resident Agent

By Maria A. Davison, Attorney In Fact

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

POWER OF ATTORNEY

Bond # Bid Bond

HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

CHRISTOPHER T. THOMAS, JOHN T. THOMAS JR., MARIA A. DAVISON

Daphne, AL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2024



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2024, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



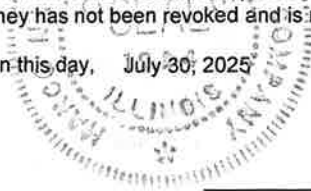
IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 30, 2025



Irene Martins, Assistant Secretary

STATE OF ALABAMA

U

BID LIMIT:

UNLIMITED

AMOUNT:



12007

LICENSE NO.:

RENEWAL

TYPE:

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

JAMES H ADAMS & SON CONSTRUCTION CO INC

CHICKASAW, AL 36611

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

BC: BUILDING CONSTRUCTION, H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until **December 31, 2025** when this Certificate expires.

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

19th day of November, 2024

Michael B. Ten

SECRETARY-TREASURER

Charles A. Carbo

CHAIRMAN

213175

ITEM VLABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we James H. Adams & Son Construction
Co., Inc. as Principal and Harco National Insurance Company

as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of Six Hundred Forty Two Thousand, Four Hundred Forty Four Dollars (\$ 642,444.00) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated 2025, 20 25 (hereinafter called the Contract) for **EROSION MITIGATION AT AZALEA CITY GOLF COURSE AND 12 MILE CREEK,** City of Mobile Project No: ~~2025-3005-20~~ which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein. 2024-2045-04

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____
2025.

Individual Principals sign here

In the presence of:

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

ATTEST:
Cathy McKnight
(Signature)
Cathy McKnight (Print)
ITS: _____

James H. Adams & Son
(Corporate Name) Construction Co., Inc.

BY: James H. Adams
(Signature)
James H. Adams
(Print)
ITS: President
(Title)

Harco National Insurance Company
(Surety sign here) (Corporate name)

BY: Maria A. Davison
(Signature)
Maria A. Davison
(Print)
ITS: Attorney In Fact
(Title)

ATTEST:
Barbara Winton
(Signature)
Barbara Winton (Print)
ITS: Witness

Corporate Seal

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we James H. Adams & Son Construction Co., Inc.
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter
called the "Principal", and

Harco National Insurance Company, 4200 Six Forks Rd., Suite 1400, Raleigh, NC 27609
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the
City of Mobile, Alabama hereinafter called the "Owner", in the sum of _____
Six Hundred Forty Two Thousand, Four Hundred Forty Four dollars (\$ 642,444.00),
for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 2025
entered into a Contract with the Owner for **EROSION MITIGATION AT AZALEA CITY**
GOLF COURSE AND 12 MILE CREEK, City of Mobile Project No: ~~2025-3005-20~~, which
agreement is by reference made a part hereof. 2024-2045-04

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully
perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and
shall fully indemnify and save harmless the Owner from all cost and damage which he may
suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and
expense which the Owner may incur in making good any such default, thence this obligation
shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be
brought on his Bond after twelve months from the day on which the final payment under the
Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and
agree that no charge, extension of time or addition to the terms of the Contract or to the work to
be performed thereunder of the Specifications thereof shall in any way effect their obligations on
this bond, and they do hereby waive notice of such change, extension of time, alteration or
addition to the terms of the Contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____
20 25 .

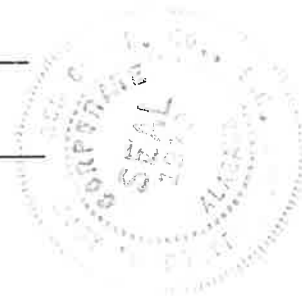
Individual Principals sign here

In the presence of:

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

ATTEST:
Cathy McKnight
(Signature)
Cathy McKnight (Print)
ITS: _____
(Title)

(Corporate Name) James H. Adams & Son
Construction Co., Inc.
BY: James H. Adams
(Signature)
James H. Adams
(Print)
ITS: President
(Title)



Harco National Insurance Company
(Surety sign here) (Corporate name)

ATTEST:
Barbara Winton
(Signature)
Barbara Winton (Print)
ITS: Witness
(Title)

BY: Maria A. Davison
(Signature)
Maria A. Davison
(Print)
ITS: Attorney In Fact
(Title)



Corporate Seal

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # 525151

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

CHRISTOPHER T. THOMAS, JOHN T. THOMAS JR., MARIA A. DAVISON

Daphne, AL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents
on this 31st day of December, 2024



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2024, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

Irene Martins, Assistant Secretary

A01124

During the performance of this Contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII

INSURANCE

- A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.
- B. Insurance: CONTRACTOR shall take out and maintain during the life of the Contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

- a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
- b. Employer's Liability with limits of not less than:
- | | |
|---------------------------|---------------------------|
| Bodily Injury by Accident | \$1,000,000 each accident |
| Bodily Injury by Disease | \$1,000,000 policy limit |
| Bodily Injury by Disease | \$1,000,000 each employee |

- c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

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

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

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

5. Certificate of Liability Insurance Endorsement Page

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

- a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- b. Additional Insured - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to name City of Mobile as an Additional Insured.
- c. Primary Insurance - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
- d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
- e. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all Contract work of a value not less than 50 percent of the total Contract amount, except that any items designated in the Contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) **Subcontractor's Status:** A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The Contractor shall not sublet the Contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total Contract price. The performance of the Contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the Contract to a prospective bidder for the following reasons:

- (a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.
- (b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.
- (c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications

of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime Contractor or doing any subcontract work for a prime contractor.

- (d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.
- 4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the Contract performed by socially and economically disadvantaged individuals. A City of Mobile Subcontracting Plan must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.
- 5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
- 6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.
- 7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.
- 8. Payment for any work incidental to the completion of this Contract, for which no item was set up, shall be absorbed in other bid items.
- 9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this Contract without any adjustment in unit price. Additional items of work necessary for the completion of this Contract may be added by Change Order.
- 10. Failure to complete the work in this Contract within the time stipulated will result in a deduction for money due the Contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
- 11. **The Contractor shall provide maintenance for a period of one year from final payment of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.
13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).
15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.
16. The Contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable sections of Items 104 and 107. There will be no compensation for this work.
17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.
18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this Contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

If any private utility line, including but not limited to irrigation lines or drainage lines, are encountered within the right-of-way or easements, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the Contract (no direct payment).
20. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation. It shall be a subsidiary of Item No. 600A, Mobilization. Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.
21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.
22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).
23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, latest edition and at no cost to the Owner.
24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.
25. It shall be the responsibility of the Contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project. The Contractor shall provide a one-year warranty period from the time of final payment.

26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.
28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.
29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.
30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**
31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.
32. The Contractor shall take whatever steps are necessary to insure that dust is controlled during operations.
33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in

place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.
36. Project Documentation: Prior to the start of construction, the Contractor shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.
37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.
38. It is the sole responsibility of the Contractor to protect his/her equipment at all times. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.
39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.
40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.
41. Any damage to private property beyond the limits required to install the retaining wall, new building structures, concrete pavement, etc., as determined by the Engineer shall be repaired at the Contractor's expense.
42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures or trees to remain. Any damage to the existing items to remain from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items, drainage pipe, sewer cleanout and pet grave site located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.
43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

44. There shall be no adjustment to fuel or asphalt index for this project.
45. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.
46. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.
47. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

Any fines, penalties, or judgments assessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

48. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.
49. Workmen shall wear reflectorized jackets.
50. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.
51. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month and City of Mobile DBE Utilization Report with each invoice and with final closeout documents.
52. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the engineer.

53. All major tree removal shall be accomplished by a certified arborist approved by the City of Mobile Urban Forestry.
54. Basis of Payment:
- A. General: The unit price bid for the various items shall be compensation in full for furnishing all materials, labor, equipment and incidentals for the item in place complete in every detail. There are no direct payments for caulking, clean-up, restoration of property, testing or other items of work necessary for the installation of the item except where specifically set forth hereinafter. All construction and materials shall be in accordance with the Standard Specifications, except as otherwise amended or specified herein. Basis of payments shall be amended as follows.
 - B. Foundation Backfill, Commercial: The unit price bid for this item (214-A) shall be compensation in full for one (1) cubic yard of #57 Stone used as necessary. The method measurement shall be based on weight ticket only, without addition factors.

ITEM IX
ARTICLES OF AGREEMENT

**STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)**

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and James H. Adams and Sons, party of the second part.
Construction Company, Inc.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: EROSION MITIGATION AT AZALEA CITY GOLF COURSE AND 12 MILE CREEK

Project No: ~~2025-3005-20~~ 2024-2046-04

Project Description: CONCRETE INLETS, CONCRETE PIPE, RIPRAP AND PROPERTY RESTORATION

City of Mobile Project Number ~~2025-3005-20~~ 2024-2046-04, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$ 642,444.00), in strict accordance with this Contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) The executed documents comprising the written agreement between the City of Mobile and the CONTRACTOR setting forth the obligations of the parties hereunder for the performance of the prescribed work.

The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, and notice to proceed; also, any change orders and supplemental agreements that are required to complete the construction of the work in an acceptable manner, including

authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the pre-bid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is McCrory & Williams, Inc.

AUTHORITY OF THE CITY ENGINEER:

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

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

DUTIES OF THE CONTRACTOR:

(9) The work performed under this Contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

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

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering

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

WAGE SCALE:

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

APPOINTMENT AND AUTHORITY OF INSPECTORS:

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

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

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

INSPECTION:

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

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

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

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

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

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

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

RESPONSIBILITY FOR ACCIDENTS:

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

WORK TO BE PROSECUTED AS DIRECTED:

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

GENERAL COMPLIANCE WITH LAWS:

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

SUSPENSION OF WORK:

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

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this Contract, or to prevent the abrogation of this Contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to ensure the completion within the limit of time specified to this Contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact.

Should said COUNCIL so elect, the CITY may complete the Contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this Contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

SOURCE OF FUNDS FOR PAYMENT:

(25) The sources of funds for payment by City under this Contract is CIP. Said funds are on hand at the time of the execution of this Contract.

E-VERIFY:

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

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

PROHIBITION OF BOYCOTTING:

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

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

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

E-BUILDER:

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

SIGNATURE:

IN WITNESS WHEREOF, the parties to these present have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: William S. Stimpson

ITS MAYOR

William S. Stimpson (Print)

ATTEST:

BY: Lisa C. Lambert

CITY CLERK

Lisa C. Lambert (Print)



CONTRACTOR:

WITNESSES:

AN INDIVIDUAL

(Print)

(Print)

James H. Adams & Son Const INC

CONTRACTOR: (IF CORPORATION)

(Print)

BY: James H. Adams

ITS PRESIDENT

James H. Adams (Print)

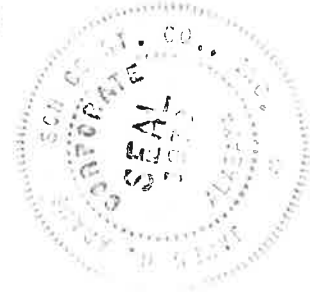
ATTEST:

Cathy McKnight

ITS SECRETARY

Cathy McKnight (Print)

Corporate Seal



DATE

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that James H. Adams, whose name is signed to the foregoing instrument in the capacity of President of James H. Adams & Son Const. Co. and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 27 day of August, 2025
Catherine McKnight

NOTARY PUBLIC My Commission Expires:



ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

618.D.01

Description

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

618.D.02

Materials

Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

618.D.03

Basis of Payment

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

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

618.C.1

Description

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

618.C.2

Materials

Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Dark Grey, Truncated Domes shall be 24" wide x 60" in length and shall be wet set into concrete.

618.C.3

Basis of Payment

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

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

7. SECTION 650, PAY ITEM 650-A TOPSOIL: SUB-SECTION 650.04 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

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

8. ITEM 654-A SOLID SODDING:

654.A.1

Description

This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.2

Basis of Payment

Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

ATTACHMENT “A”
LOCATION

City of Mobile



ATTACHMENT “B”

CONTRACTORS INSURANCE CERTIFICATIONS



JAMEHAD-01

BWINTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/22/2025

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 Thomas, Harrison & Assoc Insurance Agency, Inc. PO Box 507 Montrose, AL 36559	CONTACT NAME: Barbara Winton	
	PHONE (A/C, No, Ext): (251) 621-2180 FAX (A/C, No):	
	E-MAIL ADDRESS: barbara@thomas-harrison.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Middlesex Insurance Company	23434
INSURED James H. Adams & Son Construction Co., Inc. 535 Hwy 43 Chickasaw, AL 36611	INSURER B : Carolina Casualty	10510
	INSURER C : Great American Insurance	16691
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	A0186201003	12/15/2024	12/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	A0186201001	12/15/2024	12/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$	X	X	A0186201004	12/15/2024	12/15/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
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 Y	N/A	X	BNET979818077	12/31/2024	12/31/2025 X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater			IMPE7975120300	12/15/2024	12/15/2025	Blanket Limit 2,303,072
C	Equipment Floater			IMPE7975120300	12/15/2024	12/15/2025	Rented/Leased 350,000

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

City of Mobile Project Name: Erosion Mitigation at Azalea City Golf Course and 12 Mile Creek

James H. Adams is excluded from the Workers Compensation Policy as an officer.

City of Mobile Project Number: ~~2025-3005-20~~ 2024-2045-04

The City of Mobile is Additional Insured & Waiver of Subrogation on General Liability, Auto Liability and Umbrella Liability

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
PO BOX 1827
Mobile, AL 36633

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

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: JAMEHAD-01

BWINTON

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Thomas, Harrison & Assoc Insurance Agency, Inc.		NAMED INSURED James H. Adams & Son Construction Co., Inc. 535 Hwy 43 Chickasaw, AL 36611
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Workers Compensation Waiver of Subrogation applies in favor of the certificate holder

30 day notice of cancellation shall be provided to the certificate holder (10 day notice for non payment)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage	Any location Description: Codes per the General Liability Declaration page
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

Any person or organization from whom you are required to
waive your right to recover under a written contract
or agreement in effect prior to any loss of damage

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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

State	Description
AL	Any person or organization with whom the insured agrees to waive subrogation in a written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	12/31/2024	Policy No. BNET979818077	Endorsement No. 0
Insured	JAMES H ADAMS & SON CONSTRUCTION CO INC	Premium	\$461
Insurance Company	Carolina Casualty Insurance Company		
	Countersigned by		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO OTHERS

This endorsement modifies the coverage provided under the following:

COMMERCIAL AUTO COVERAGE PART
 COMMERCIAL EXCESS/UMBRELLA COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART

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

SCHEDULE

Name Of Person(s) Or Organization(s)	Number of Days Notice
City of Mobile	30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following additional condition is added:

A. Notice of Cancellation to Others

1. If we send notice of cancellation to the Named Insured shown in the declarations, for a reason other than nonpayment of premium, we will provide notice of such cancellation to the person(s) or organization(s) listed in the schedule of this endorsement (the schedule);
2. This notice:
 - a. Will be provided not less than the number of days shown in the schedule prior to the cancellation effective date indicated in the schedule;
 - b. If mailed, will be sent to the mailing address known to us at that time, with proof of mailing constituting sufficient proof of notice; and

- c. Will not extend the cancellation effective date nor impact or negate any cancellation of the policy;

3. We are not obligated to notify the person(s) or organization(s) shown in the schedule of the expiration, renewal on different terms or nonrenewal of the policy to which this endorsement is attached; and
4. The provisions of this endorsement do not entitle the person(s) or organization(s) listed in the schedule to any benefits, rights nor protections not already provided for under the policy.

All other terms and conditions of the policy remain unchanged.

Change effective 04/01/2022

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 Middlesex Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

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

Named Insured: James H Adams & Son Construction Co Inc

Endorsement Effective Date: 04/01/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

City of Mobile

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.

Change effective 04/01/2022

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A0186201
Middlesex Insurance Company

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04/05/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO OTHERS

This endorsement modifies the coverage provided under the following:

COMMERCIAL AUTO COVERAGE PART
COMMERCIAL EXCESS/UMBRELLA COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART

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

SCHEDULE

Name Of Person(s) Or Organization(s)	Number of Days Notice
City of Mobile	30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following additional condition is added:

A. Notice of Cancellation to Others

1. If we send notice of cancellation to the Named Insured shown in the declarations, for a reason other than nonpayment of premium, we will provide notice of such cancellation to the person(s) or organization(s) listed in the schedule of this endorsement (the schedule);

2. This notice:

- a. Will be provided not less than the number of days shown in the schedule prior to the cancellation effective date indicated in the schedule;
- b. If mailed, will be sent to the mailing address known to us at that time, with proof of mailing constituting sufficient proof of notice; and

- c. Will not extend the cancellation effective date nor impact or negate any cancellation of the policy;

3. We are not obligated to notify the person(s) or organization(s) shown in the schedule of the expiration, renewal on different terms or nonrenewal of the policy to which this endorsement is attached; and

4. The provisions of this endorsement do not entitle the person(s) or organization(s) listed in the schedule to any benefits, rights nor protections not already provided for under the policy.

All other terms and conditions of the policy remain unchanged.

Change effective 04/01/2022

IL 70 60 08 15

A0186201
Middlesex Insurance Company

Page 1 of 1

04/05/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

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 this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Named Insured: James H Adams & Son Construction Co Inc

Endorsement Effective Date: 04/01/2022

SCHEDULE

Name Of Person(s) Or Organization(s):

City of Mobile

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Change effective 04/01/2022

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Middlesex Insurance Company

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04/05/2022

ATTACHMENT “C”

**SUBCONTRACTING PLAN,
E-VERIFY AFFIDAVIT, E-VERIFY
DOCUMENTATION AND
DBE UTILIZATION REPORT**



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archonique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "DBEs": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "Good Faith" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



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

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archique.kidd@cityofmobile.org
251.208.7987
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	James H Adams & Son Const. Co. Inc
Address	535 Hwy 43 Chickasaw, AL 36611
Telephone	(251) 456-1909
E-Mail	jadams99@concast.net

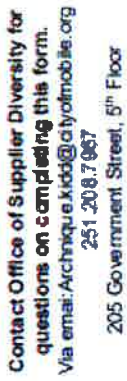
RFP/RFP Solicitation Number	2025-3005-20 2024-2045-04
Project Description	Erosion Control - AZ City Golf Course
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 10 Female 0 Minority 5 Non-minority 5 SDVO
Total # of Employees	14

Subcontractor/Major Supplier Plan submitted by:

Printed Name: James H. Adams Date: 7/27/25
Signature: *James H. Adams*
Title: President

The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award

Name: James H Adams Title: President
Email: jadams99@concast.net Phone: (251) 456-1909



Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Name: Lamps & Shades Your Bid/Proposal Amount \$: 1000

Description

Name of Bidder/Proposer:

I intend to use the following subcontractors: (Attach additional pages if necessary)

Page 3 of 5
Subcontractor/Supplier Plan rev. 7/29/2021



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

Form 2: Good Faith Effort Documentation

Name of Bidder:

James H Adams & Son Const Co Inc

Contact Person:

James H Adams

Phone

(251) 456-1909

Email

Jadams99@gmail.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid. *ref*

YES ☐	NO ☐	Did you do these suggested areas for DBE recruitment and engagement
☒		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
☒		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
☒		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
☒		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
☒		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	☒	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	☒	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



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

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs.

OFFICE OF SUPPLIER DIVERSITY CITY OF MOBILE

Return to Office of Supplier Diversity
Via email: archonique.kidd@cityofmobile.org

or
P.O. Box 1948
Mobile, AL 36633

DBE Compliance DBE UTILIZATION REPORT

James H Adams Jr Son Cond Co-PA

CONTRACTOR: _____ Certified DBE: YES NO Contract Start Date: _____

DESCRIPTION: _____ Estimated Completion Date: _____

This report is for the month of: JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
\$	\$	\$	\$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm.
If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
TOTALS		\$	\$	\$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY
CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ (Title) _____ (Date)

DBE Utilization Report

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared James H Adams (affiant) who, being duly sworn says as follows:

President/CEO of James H Adams & Son Const Inc

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for James H Adams & Son that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said James H Adams & Son is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 492862.

James H Adams
CEO of James H Adams & Son

Sworn to and subscribed before me this the 23 day of July, 2025

I certify that the affiant is known to me to be the identical party he or she claims to be.

Catherine McKnight
Signature and Seal of Notary Public





Company ID Number: 492862

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	James H. Adams & Son Construction Co., Inc.
Company Facility Address	535 Highway 43 Chickasaw, AL 36611
Company Alternate Address	P. O. Box 11306 Chickasaw, AL 36611
County or Parish	MOBILE
Employer Identification Number	630773670
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	14
Number of Sites Verified for	1

ATTACHMENT “D”

**CERTIFICATIONS, AFFIDAVITS
& PROJECT CLOSEOUT**

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE **2014-2045-04**
CITY PROJECT NO. ~~2025-3005-20~~
EROSION MITIGATION AT AZALEA CITY GOLF COURSE
AND 12 MILE CREEK

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____
THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

Witness

Signature of Authorized Agent

Title

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: ²⁰²⁴⁻²⁰⁴⁵⁻⁰⁴ CITY PROJECT NO. ~~2025-3005-20~~
EROSION MITIGATION AT AZALEA CITY GOLF COURSE AND 12
MILE CREEK

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of: _____
County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none) _____

Contractor: _____

Subscribed and sworn to before me this _____

_____ day of _____, 20____.

By: _____

Title: _____

Notary Public: _____

My Commission Expires: _____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.
2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.
3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.
4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.
7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT “E”

SECRETARY OF STATE REGISTRATION

ATTACHMENT “F”

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

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

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.
2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.
4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.
5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.
6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.
7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.
8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: _____

Name of Project: Erosion Mitigation at Azalea City Golf Course and 12 Mile Creek

Project Number: ~~2025-3005-20~~
2024-2045-04

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

BASE BID:

\$ 14,754

ALTERNATE BID 1:

\$ 4,954⁰⁰

ALTERNATE BID 2:

\$ 9,800⁰⁰

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 James H Adams & Son Const. Co. Inc
Mailing Address P.O. Box 11306 Chickasaw, AL 36671

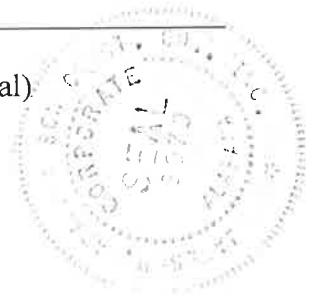
*By (Legal Signature) James H Adams

*Name (type or print) James H Adams

(Seal)

*Title Pres.

Telephone Number (251) 456-1909





JAMEHAD-01

BWINTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Thomas, Harrison & Assoc Insurance Agency, Inc. PO Box 507 Montrose, AL 36559	CONTACT NAME: Barbara Winton	
	PHONE (A/C, No, Ext): (251) 621-2180 FAX (A/C, No):	
	E-MAIL ADDRESS: barbara@thomas-harrison.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Middlesex Insurance Company	23434
INSURED James H. Adams & Son Construction Co., Inc. 535 Hwy 43 Chickasaw, AL 36611	INSURER B : Carolina Casualty	10510
	INSURER C : Great American Insurance	16691
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	A0186201003	12/15/2025	12/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	A0186201001	12/15/2025	12/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	X	X	A0186201004	12/15/2025	12/15/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Prod Comp Ops \$ 5,000,000
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 ☒ Y	N/A	X BNET979818077	12/31/2024	12/31/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater			A0186201007	12/15/2025	12/15/2026	Blanket Limit 2,087,072
C	Equipment Floater			IMPE7975120300	12/15/2024	12/15/2025	Rented/Leased 350,000

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

City of Mobile Project Name: Erosion Mitigation at Azalea City Golf Course and 12 Mile Creek

James H. Adams is excluded from the Workers Compensation Policy as an officer.

City of Mobile Project Number: 2024-2045-04

The City of Mobile is Additional Insured & Waiver of Subrogation on General Liability, Auto Liability and Umbrella Liability

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
PO BOX 1827
Mobile, AL 36633

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

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Thomas, Harrison & Assoc Insurance Agency, Inc.		NAMED INSURED James H. Adams & Son Construction Co., Inc. 535 Hwy 43 Chickasaw, AL 36611	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		
		EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Workers Compensation Waiver of Subrogation applies in favor of the certificate holder

30 day notice of cancellation shall be provided to the certificate holder (10 day notice for non payment)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage	Any location Description: Codes per the General Liability Declaration page
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

- 1.** Required by the contract or agreement; or

- 2.** Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

Any person or organization from whom you are required to
waive your right to recover under a written contract
or agreement in effect prior to any loss of damage

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

The following is added to Paragraph **8. Transfer Of
Rights Of Recovery Against Others To Us** of
Section IV - Conditions:

We waive any right of recovery we may have against
the person or organization shown in the Schedule
above because of payments we make for injury or
damage arising out of your ongoing operations or
"your work" done under a contract with that person
or organization and included in the
"products-completed operations hazard". This waiver
applies only to the person or organization shown in
the Schedule above.

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

State	Description
AL	Any person or organization with whom the insured agrees to waive subrogation in a written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	12/31/2024	Policy No. BNET979818077	Endorsement No. 0
Insured	JAMES H ADAMS & SON CONSTRUCTION CO INC		Premium \$461
Insurance Company	Carolina Casualty Insurance Company		

Countersigned by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO OTHERS

This endorsement modifies the coverage provided under the following:

COMMERCIAL AUTO COVERAGE PART
COMMERCIAL EXCESS/UMBRELLA COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART

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

SCHEDULE

Name Of Person(s) Or Organization(s)	Number of Days Notice
City of Mobile	30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following additional condition is added:

A. Notice of Cancellation to Others

1. If we send notice of cancellation to the Named Insured shown in the declarations, for a reason other than nonpayment of premium, we will provide notice of such cancellation to the person(s) or organization(s) listed in the schedule of this endorsement (the schedule);
2. This notice:
 - a. Will be provided not less than the number of days shown in the schedule prior to the cancellation effective date indicated in the schedule;
 - b. If mailed, will be sent to the mailing address known to us at that time, with proof of mailing constituting sufficient proof of notice; and

c. Will not extend the cancellation effective date nor impact or negate any cancellation of the policy;

3. We are not obligated to notify the person(s) or organization(s) shown in the schedule of the expiration, renewal on different terms or nonrenewal of the policy to which this endorsement is attached; and
4. The provisions of this endorsement do not entitle the person(s) or organization(s) listed in the schedule to any benefits, rights nor protections not already provided for under the policy.

All other terms and conditions of the policy remain unchanged.

Change effective 04/01/2022
IL 70 60 08 15

A0186201
Middlesex Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

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

Named Insured: James H Adams & Son Construction Co Inc

Endorsement Effective Date: 04/01/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

City of Mobile

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.

Change effective 04/01/2022

CA 04 44 10 13

A0186201
Middlesex Insurance Company

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Page 1 of 1

04/05/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO OTHERS

This endorsement modifies the coverage provided under the following:

COMMERCIAL AUTO COVERAGE PART
COMMERCIAL EXCESS/UMBRELLA COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART

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

SCHEDULE

Name Of Person(s) Or Organization(s)	Number of Days Notice
City of Mobile	30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following additional condition is added:

A. Notice of Cancellation to Others

- 1.** If we send notice of cancellation to the Named Insured shown in the declarations, for a reason other than nonpayment of premium, we will provide notice of such cancellation to the person(s) or organization(s) listed in the schedule of this endorsement (the schedule);
- 2.** This notice:
 - a.** Will be provided not less than the number of days shown in the schedule prior to the cancellation effective date indicated in the schedule;
 - b.** If mailed, will be sent to the mailing address known to us at that time, with proof of mailing constituting sufficient proof of notice; and

c. Will not extend the cancellation effective date nor impact or negate any cancellation of the policy;

- 3.** We are not obligated to notify the person(s) or organization(s) shown in the schedule of the expiration, renewal on different terms or nonrenewal of the policy to which this endorsement is attached; and
- 4.** The provisions of this endorsement do not entitle the person(s) or organization(s) listed in the schedule to any benefits, rights nor protections not already provided for under the policy.

All other terms and conditions of the policy remain unchanged.

Change effective 04/01/2022
IL 70 60 08 15

A0186201
Middlesex Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

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 this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Named Insured: James H Adams & Son Construction Co Inc

Endorsement Effective Date: 04/01/2022

SCHEDULE

Name Of Person(s) Or Organization(s):

City of Mobile

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Change effective 04/01/2022

CA 20 48 10 13

A0186201
Middlesex Insurance Company

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Page 1 of 1

04/05/2022



CITY OF MOBILE
Programs and Project Management
205 Government Street, 2nd Floor
Mobile, AL 36602

PROJECT: EROSION MITIGATION AT AZALEA CITY GOLF COURSE AND TWELVE MILE CREEK

CHANGE ORDER NO: ONE (1)

PROJECT NO: 2024-2045-04 **DATE:** December 10, 2025

TO CONTRACTOR: James H. Adams & Sons Construction Company, Inc. **CONTRACT DATE:** October 6, 2025

ADDRESS: 535 N. Craft Hwy., Chickasaw, AL
36611

TERMS: You are hereby authorized to make the following changes hereto:

1. Increase the contract amount to \$772,576.00.
2. Complete the change in scope as referenced in the attachments.
3. No change to the contract completion date.

THE CONTRACT HAS CHANGED AS FOLLOWS:

Original Contract Sum -----	\$642,444.00
Net change by previously authorized Change Orders -----	\$0
Contract Sum prior to Change Order No.1 -----	\$642,444.00
Contract Sum will be INCREASED by Change Order No.1 in the amount of -----	\$130,132.00
New Contract Sum including this Change Order will be -----	\$772,576.00

The Contract Sum as of this Change Order No.1 therefore is \$772,576.00.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER



John Forrester, P.E., City Engineer

ATTEST:



James H. Adams & Sons Construction Co, Inc.
/President

12/18/25

Date

ATTEST:

Spiro N. Cheriogotis, Mayor

City Clerk



Sediment Removal

Removing this material to the Project Design Grade (shown in the attached Pond Cross Sections) will help reduce sedimentation from reaching Langan Park Lake.

Total cost to execute the work in Change Order No.1 is \$130,132.00 (broken down below).

Change Order 1

- \$113,632.00 – approximately 4,971 in place cubic yards (or 7,102 cy(Truck Bed Measure)) at \$16/cy(TBM).
- \$10,000.00 – mobilization required to bring in a larger excavator with a longer reach.
- \$2,000.00 – seeding required to restore the pond bank where the hauling will take place will be 1 acre at \$2,000/acre.
- \$4,500.00 – floating basin boom required to prevent sediment and trash from entering Langan Lake if water levels become higher than spillway. 300 linear feet of floating basin boom to span across the pond at the north end, at \$15/ft.



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #5629



AGENDA ITEM SUMMARY SHEET

Agenda of: December 30, 2025

Submitted by:

John Forrester, City Engineer

Sponsored by:

Beau Fleming, Councilmember, District 5

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Approve contract with C. Thornton, Inc. for construction services drainage repairs.

Amount of Contract:

\$2,597,725.00

Funding Source

C0993

ATTACHMENTS:

1. 2025-3005-09 2025 CIP Eslava Creek Lley Avenue to Montlimar (C. Thornton, Inc.)

REVIEWERS:

Jessica White

John Forrester

Brenda Rhodes

Cherlina Monteiro

James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2025 CIP Eslava Creek Lleyn Avenue to Montlimar (D5)

COM Project# 2025-3005-09

PROJECT #: C0993 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Construction Services

CONTRACT AMOUNT: \$2,597,725.00

VENDOR NAME: C. Thornton Inc.

VENDOR NUMBER: 203950

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: John Forrester

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jessica White Date 12/16/2025

Revised 3/8/2022 Tiffany Hollins

RESOLUTION AWARDING BID

Sponsored by: Mayor Spiro Cheriogotis
Councilman Beau Fleming

WHEREAS, bids for drainage repairs for district 5 were received and opened on November 5, 2025.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from C. Thornton, Inc., contract in the amount of \$2,597,725.00.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by C. Thornton, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract with the company listed below for work as outlined in the contract attached hereto and made a part hereof as through set forth in full. A copy of said contract is on file in the office of the City Clerk:

Name of Company: C. Thornton, Inc.

Project Name: 2025 CIP Eslava Creek Lley Avenue to Montlimar (D5)

Project Number: 2025-3005-09

Amount: \$2,597,725.00

Adopted:

City Clerk



**2025 CIP ESLAVA CREEK
LLEYN AVENUE TO MONTLIMAR**

PROJECT No. 2025-3005-09

BID DATE – NOVEMBER 5, 2025

ADDENDUM NO. 1

Date: November 3, 2025
Project Name: 2025 CIP Eslava Creek Lley Avenue to Montlimar
City of Mobile Project No: 2025-3005-09
TTL Project Number: 24-13-03211.00

This addendum to drawings and specifications dated October 3, 2025, and any previous addenda for the above referenced project supersedes all contrary and conflicting information contained in said drawings, specifications and addenda. Said drawings, specifications and addenda are hereby amended in the following particulars that are in full force as part of this contract.

ITEM NO. 1 – PREDBID CONFERENCE MEETING MINUTES:

See attached meeting minutes and sign-in sheet.

ITEM NO. 2 – BID DATE AND TIME REMINDER:

Sealed bids will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until **2:30 p.m. local time, November 5, 2025**, and then publicly opened and read in the Atrium, 1st Floor, per the advertisement for bids.

ITEM NO. 3 – PROJECT AWARD CLARIFICATION

Project shall be awarded based on the total bid, including the add alternate.

ITEM NO. 4 – DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS CLARIFICATION:

DBE Compliance Forms, Utilization Reports, etc. shall be required to be submitted as outlined in the Contract Documents. However, there will be no DBE participation goal requirement for this project.

ITEM NO. 5 – CONCRETE MIX CLARIFICATION

Concrete mixture shall not be required to be an Alabama Department of Transportation certified mixture.

ITEM NO. 6 – PRESSURE WASHING CLARIFICATION

Pressure washing of the existing concrete flume shall not be required. General Project Note number 18 on Sheet C1.1 in the construction plans, requiring power washing of all concrete surface within the project area, is hereby removed from the project requirements.

ITEM NO. 7 – PROPERTY OWNER NOTIFICATION

City of Mobile staff will provide notification to property owners of pending construction activities prior to start of construction. The Contractor shall remain responsible for common courtesy and respectful communication with adjacent property owners during construction activities.

ITEM NO. 8 – CONTRACT SCHEDULE REVISION (ADD FLOWABLE BACKFILL)

See the attached revised Contract Schedule. Pay Item 260A-000 Cement Mortar Flowable Backfill, Mix 1, has been added to the Contract Schedule. This added Pay Item shall be for use in filling voids encountered behind sections of existing concrete that will be retained or as otherwise directed by the Owner's Representative.

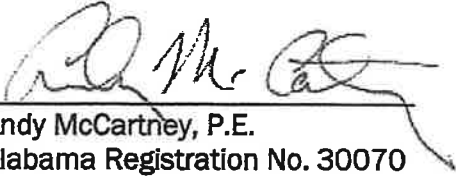
ITEM NO. 9 – DIGITAL CONTRACT SCHEDULE:

A digital Contract Schedule, updated as noted in Item No. 8 above, is included with the digital delivery of this addendum as a courtesy to Bidders. Any use of this electronic Contract Schedule is at the sole risk and liability of the Bidder. Because data stored in electronic format can be modified inadvertently or otherwise without the authorization of the data's creator, the information contained in TTL's signed and sealed documents shall be deemed to be correct and superior to this electronic data. TTL, Inc. makes no representation as to the compatibility, usability, or readability of this electronic data.

ITEM NO. 10 – TESTING SERVICES:

The City of Mobile shall provide testing services for the project.

END OF ADDENDUM NO. 1



Andy McCartney, P.E.
Alabama Registration No. 30070

2025 Eslava Creek Lleyn Ave. To Montlimar
City of Mobile Engineering Conference Room
3rd Floor, South Tower
Government Plaza Building
205 Government Street

CITY OF MOBILE PROJECT NO. 2025-3005-09
TTL PROJECT NO. 24-13-03211.00

PRE-BID AGENDA
Wednesday, October 29, 2025, 10:30 a.m. CST

MEETING MINUTES / ADDENDUM NO. 1 (11/03/2025)

General:

- Welcome (Please Silence all Radios and Phones)
- Introduce Owner and Owner's Representatives (City of Mobile, TTL)
- Pre-Bid Conference is MANDATORY for all Bidders; Sign-In Sheet (Complete for Record) will be included with Addendum No. 1. Be sure to legibly write email address, as all Addenda will be issued electronically via email.
- Name and Location of Project:
 - 2025 Eslava Creek Lleyn Ave. To Montlimar
 - Vicinity Map and Project Schematic Map attached

Project Summary:

- **Overall Summary of the Project:** Project includes infrastructure repairs to an existing concrete drainage flume (Eslava Creek):
 - Cured-in-place concrete lining
 - Point repairs
 - Concrete Crack Repairs
 - Pipe Replacement
 - Concrete Replacement
 - Clearing and grubbing
 - Rip rap installation
 - Fence Removal/Installation
 - Existing storm drain cleaning/lining
- **Disadvantaged Business Enterprise (DBE) Requirements:** Contractors shall make every reasonable effort to have at least fifteen percent (15%) of the total value of the contract performed by socially and economically disadvantaged individuals. *A City of Mobile DBE Compliance Form must be submitted with the bid documents.* Contractors shall be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents. *Refer to Attachment C of the Contract Documents.*
- **E-Verify:** The Contractor shall be required to comply with the Federal Immigration Law and provide certification of the same by including a sworn affidavit with their bid proposal. This form is also required for all Subcontractors once they are determined after the project bid. Their affidavits shall be collected during the material submittal process. *Refer to Attachment C of the Contract Documents.*

- **Sales and Use Tax Savings:** This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, as amended; applicable provisions of the Alabama Administrative Code, and applicable requirements of the Alabama Department of Revenue (ADOR). See Attachment G of the Contract Documents. *The provided Accounting of Sales Tax Form shall be submitted with the bid.*
- **Contract Documents:** Hard Copy Drawings and Specifications are available upon request at TTL, Inc. The deposit is \$400.00. This deposit is refundable if the documents are returned with no markings on the sheets allowing them to be reused.

Receipt of Bids:

- Bids shall be received until **2:30 p.m. CST, November 5, 2025**, at which time they will be publicly opened and read in the Government Plaza Atrium.
- Proposal Form and Unit Price Bid Schedule and receipt of all addenda (submit one copy with bid)
- Bid Bond with Power of Attorney
- City of Mobile DBE Compliance Form
- Alabama Immigration Law Affidavit
- Accounting of Sales Tax Form
- Any other document as required by the instructions to bidders in the Contract Documents
- Proposal Envelope must have Project Name, Owner Name, City of Mobile Project Number (2025-3005-09), Contractor Name, and Contractor State License Number on outside of envelope.

Contractual Requirements:

- **Bonds:** A Bid Bond, Labor and Materials Bond, and a Performance Bond are required for this project.
- **Licenses:** Copies of all licenses (City, State, Federal, etc.) for all Contractors involved on the project shall be provided to Owner's Representative.
- **Insurance Requirements:** Contractor shall follow all insurance requirements set forth in the contract documents.
- **Construction Staking Services:** Any Construction staking required for the project shall be the Contractor's responsibility.
- **Periodic Construction Observation Services:** Construction observation services will be provided by the Owner and performed by TTL, Inc.
- **Time for Completion:** 160 working days
- **Liquidated Damages:** If necessary, liquidated damages shall be assessed as provided for in Section 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition. Refer to Item VIII Special Provisions, paragraph 10 in the Contract Documents.
- **Unit Price Contract:** Bid Schedule can be found in the Contract Documents. Upon request by the Contractor, an electronic copy of the bid schedule can be provided. The Contractor shall be required to sign & submit an electronic release form. The electronic release form is attached to the prebid agenda & will also be included with the Addendum.

Project Coordination:

- **Traffic Control Plans:** Traffic Control Plans for the project shall be the responsibility of the Contractor. The Contractor is to prepare and submit to Owner's Representative a detailed traffic control plan associated with any improvements which require work within public street rights-of-way. TCP will be reviewed by the Owner's Representative, then shall be submitted to the City of Mobile for approval prior to implementation of TCP and start of associated work. The Contractor shall anticipate a minimum (1) week period for review of the plan and associated comments and shall plan work schedules accordingly. Project delays shall not be considered related to TCP review.

- **Flume Access:** Contractor shall note that the existing flume being improved is located within a 90'-wide public easement which connects to public street rights-of-ways at Lynn Avenue and Yester Oaks Drive. Though the precise location of the flume within the easement varies some, approximately twenty feet (20') generally exists between the top of the flume and the extents of the easement on both sides of the flume.
- **Clearing along Flume:** Note that the construction plans require ten feet (10') of clearing at the top of both sides of the flume.
- **Fencing along Flume:** Note also that many properties have private fences located along the top of the flume. Existing fences along the top of flume are to be removed and replaced with chainlink fencing located ten feet (10') from the top of the flume to provide for future maintenance access along the top of the flume within the easement. As noted on the plans (Sheet C5.1), any non chainlink fencing within the easement that is removed by the Contractor shall be replaced with matching materials unless the Contractor otherwise coordinates with the owner of the fence.
- **Public Access:** Contractor must maintain all weather access to all existing businesses or residences during construction. Any work which will affect access to private properties shall be coordinated with property owners so alternate access can be provided as needed. A minimum of seven (7) days written notice is required. A copy of the notification shall be provided to the Owner's Representative. No additional payment will be made for temporary stone required to maintain access to businesses or residences when sidewalk or driveway removal is required.
- **Progress and Coordination Meetings:** Progress and Coordination meetings will be required for the project. Time and frequency of these meetings will be determined prior to construction and as the project progresses.

Project Conditions:

- **Security at Site:** Security at the project site is the Contractor's responsibility. The Contractor may use temporary construction fencing as necessary to protect equipment and materials.
- **Job Site Safety** for the project is the Contractor's responsibility.
- **Erosion Control and Clean Up** for each project site, both during construction and upon its completion, shall be the Contractors responsibility.

Miscellaneous:

- **Clarification Requests:** Clarification requests **WILL NOT** be accepted after Friday, October 31st at 12:00 p.m. to allow a final response, if any, by 5 P.M. on Monday, November 3rd. All questions and clarification requests shall be submitted in writing to the Project Engineer on or before this date and time.
- **Material Submittals:** Electronic copies of material submittals will be accepted and are preferred. Electronic submittals shall include transmittal summarizing items covered with respective material submittal.
- **Lead Time on Material Items:** Coordinate with all subs regarding material lead time. Material delays will not be a valid excuse for project delays or failure to complete on time.
- **Pay Applications (Review and Submittal):** Upon submittal of pay request, the Owner's Representative has ten (10) days to review pay application. Preferred method of pay application submittal process would be to meet on a predetermined quantity cut-off date to review and agree upon the quantities for that month's pay application. The Contractor will then prepare the pay application and all required supporting documentation (certified payroll, stored materials, etc.) and submit to Owner's Representative. If all required items are not submitted then the pay application will be returned for corrections. Upon receipt of a completed, approved pay application, it will then be forwarded to the City for final approval and processing.

Proposed Addenda:

- Addendum No. 1 shall include Pre-Bid Agenda Meeting Minutes & Sign-In Sheet.

Questions/Comments:

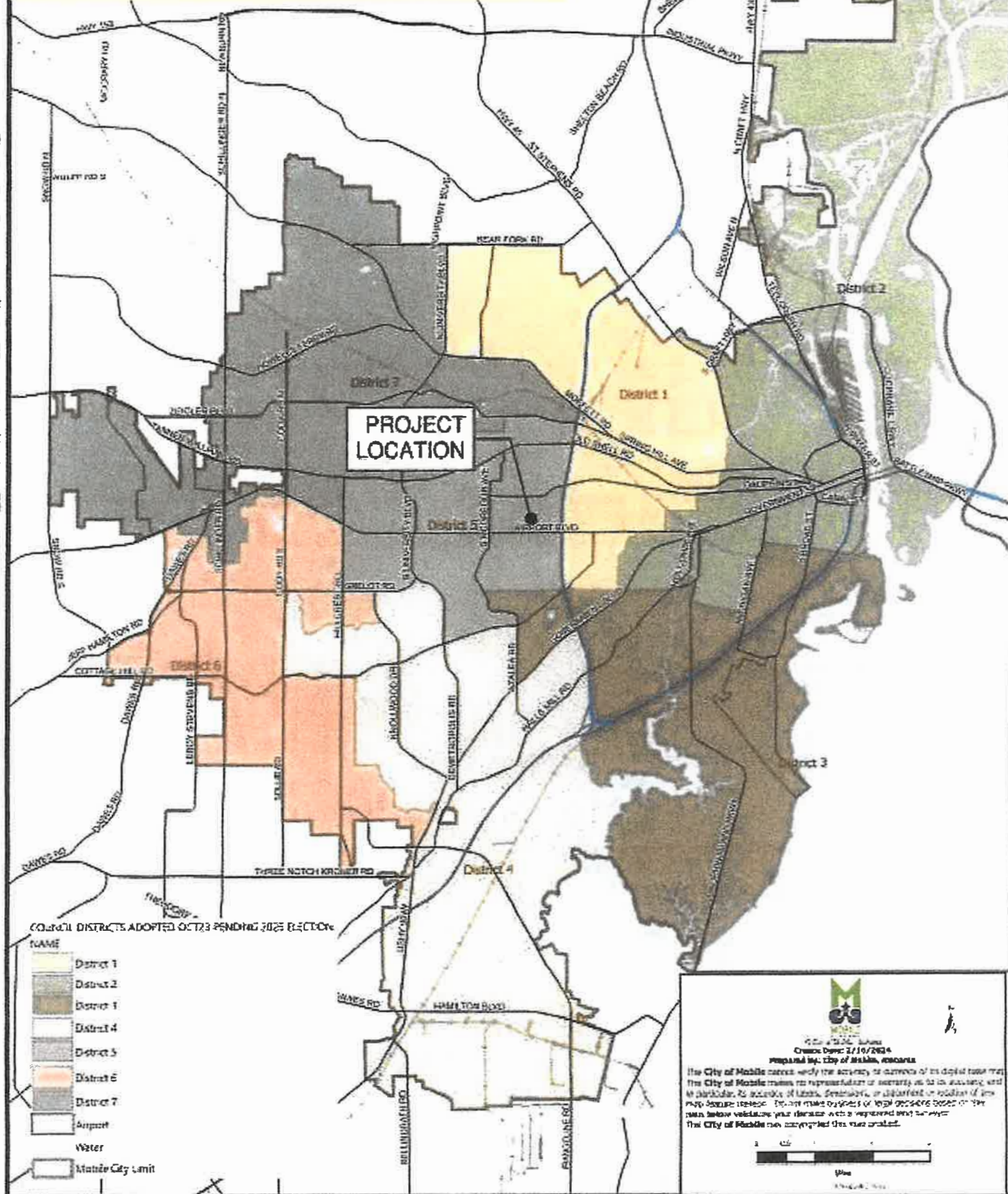
- Owner
 - Project award will be based on the Total Bid (i.e. Base Bid and Alternate)

- Bidders
 - *How do new Federal rules regarding DBE requirements and required recertification affect the project's DBE goals? (This item is addressed in Addendum No. 1)*
 - *Is the concrete mix for the project required to be an ALDOT certified mix? (This item is addressed in Addendum No. 1)*
 - *Project notes require all concrete surfaces to be power washed. Will power washing of the entire flume be required? (This item is addressed in Addendum No. 1)*
 - *Project notes require the City of Mobile to notify adjacent property owners of construction activities. Can the City of Mobile facilitate property owner notification instead of the Contractor? (This item is addressed in Addendum No. 1)*
 - *Can a flowable fill pay item be added to the bid schedule to account for filling potential voids behind flume encountered during construction activities? (This item is addressed in Addendum No. 1)*

CITY OF MOBILE ~ COUNCIL DISTRICTS

COUNCIL DISTRICT ADOPTED OCTOBER 2023 PENDING 2025 ELECTION

This map supersedes the districts passed in 2022.
ORD - 02-047-2023 This Ordinance shall become effective upon its adoption and publication as required by law and shall apply to all municipal elections, regular or special, held after this Ordinance becomes effective.
This ordinance replaces CMO 02 035 2022, enacted on 05/09/2022







PRE-BID SIGN-IN SHEET
2025 CIP ESLAVA CREEK LLEYN AVENUE TO MONTLIMAR
CITY OF MOBILE PROJECT NO. 2025-3005-09
TTL, INC. PROJECT NO. 24-13-03211.00
GOVERNMENT PLAZA ENGINEERING DEPARTMENT (ROOM 357), MOBILE, ALABAMA
October 29, 2025, 10:00 P.M.



NAME	REPRESENTING	PHONE	FAX	E-MAIL ADDRESS
Andy McCartney	TTL, Inc.	(251) 332-3600		amccartney@ttlusa.com
Kyle Melton	TTL, Inc.	(251) 332-3600		kmelton@ttlusa.com
Carl Hanke	Partn Smith, Inc	251-957-1555		Carl@psinc.biz
David Finnorn	SC Stagner	251 635 6782		david@scstagner.com
JASON PERSCOTT	P.L. RUSSELL	251-895-3945		JASON@PLRUSSELL.COM
Michael Gibson	Gibson Construction	251-421-0828		michael@gibsonconstructionllc.com
Emmanuel Gregory	C. Thornton Inc.	251-583-5181		egregory@cth-thorntoninc.com
JOE REGAN	C. THORNTON, INC.	251-639-1906		JOEREGAN@CTH Thornton INC.COM
MATT ROGERS	CITY OF MOBILE	251-459-3743		MATT.ROGERS@CITYOFMOBILE.ORG
Liz Henderson	Southeastern Sealcoating	205-798-9500		Liz@southeasternsealcoating.com
David McNew	Harris Contracting	251-377-3132		christina@harriscontractingseivices.com
Drew Windham	McElhenney Const.	228-217-7761		drew@mcclhenneyconst.com
Nick Ruggs	Kingdom Const	251-214-7312		Nick@kingdomcg.us
SPENCE RUGGS	Kingdom Const	251-554-7780		spenceruggs@hotmail.com
Kellie Thornton	L & K Const.	251-653-5191		kethornton@l&kconst.com
Derek Hall	L & K Const.	251-653-4223-7334		l&kconst@l&kconst.com
JOE JERNIGAN	FIGURES, INC.	334-432-3011		JOE@DOESFIGURES.COM
DALE BYRD	HARWELL + CO.	251-709-0024		DEVANE@HARWELLANDCOMPANY.COM
Spencer Ruggs	Kingdom const.	251-554-7780		spencer@kingdomcg.us

CONTRACT SCHEDULE

Addendum No. 1 Revision

November 3, 2025

THE FOLLOWING REPRESENTS THE BIDDER'S SCHEDULE OF CONTRACT UNIT PRICES FOR THIS PROPOSAL (bidder to complete below):

LINE NO.	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
BASE BID:						
1	201A-100	CLEARING AND GRUBBING	1	LS	\$	\$
2	206C-002	REMOVING CONCRETE SLOPE PAVING	5000	SQ YD	\$	\$
3	206D-000	REMOVING PIPE	25	LF	\$	\$
4	206D-011	REMOVING FENCE	4500	LF	\$	\$
5	206E-042	REMOVING INLETS (PARTIAL)	8	EACH	\$	\$
6	210A-000	UNCLASSIFIED EXCAVATION	2000	CY	\$	\$
7	210D-011	BORROW EXCAVATION (A4 OR BETTER)	1000	CY	\$	\$
8	260A-000	CEMENT MORTAR FLOWABLE BACKFILL, MIX 1	100	CY	\$	\$
9	454A	CLEAN AND SEAL EXISTING CONCRETE CRACK AND JOINTS	5000	LF	\$	\$
10	533A-857	18" STORM SEWER PIPE (CLASS 3 R.C.)	20	LF	\$	\$
11	533A-103	48" STORM SEWER PIPE (CLASS 3 R.C.)	50	LF	\$	\$
12	600A-000	MOBILIZATION	1	LS	\$	\$
13	610C-002	LOOSE RIPRAP, CLASS 3, 24" THICK	1500	TON	\$	\$
14	610D-003	FILTER BLANKET, GEOTEXTILE	5000	SQ YD	\$	\$
15	614A-000	SLOPE PAVING	850	CY	\$	\$
16	621C-140	INLETS, OPEN THROAT	1	EACH	\$	\$
17	621C-162	INLETS, TYPE S (PARTIAL)	8	EACH	\$	\$
18	637A-001	FENCE RESET (ALL TYPES)	2150	LF	\$	\$
19	637B-000	FENCE SET (4' TALL CHAIN LINK)	4300	LF	\$	\$
20	645U-514	18 INCH CURED IN PLACE LINER	300	LF	\$	\$
21	645U-515	24 INCH CURED IN PLACE LINER	250	LF	\$	\$
22	645U-520	30 INCH CURED IN PLACE LINER	520	LF	\$	\$
23	654A-000	SOLID SODDING	5000	SQ YD	\$	\$
24	665J-002	SILT FENCE	4700	LF	\$	\$
25	6650-001	SILT FENCE REMOVAL	4700	LF	\$	\$
26	690A-000	PROJECT SIGN	1	EACH	\$	\$
27	999X-000	WORK OF SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY THE ENGINEER	1	LS	\$ 10,000.00	\$ 10,000.00
28	TOTAL BID AMOUNT, BASE BID (ADD "AMOUNT BID" COLUMN FIGURES FROM LINES 1 THROUGH 27):					\$

ADD ALTERNATE NO. 1 (BERWYN DRIVE SOUTH STORM DRAIN IMPROVEMENTS):						
A1-1	206E-042	REMOVING INLETS (PARTIAL)	5	EACH	\$	\$
A1-2	000A-001	MOBILIZATION WITH TRAFFIC CONTROL	1	LS	\$	\$
A1-3	621C-162	INLETS, TYPE S (PARTIAL)	5	EACH	\$	\$
A1-4	645U-514	18 INCH CURED IN PLACE LINER	660	LF	\$	\$
A1-5	645U-520	30 INCH CURED IN PLACE LINER	30	LF	\$	\$
A1-6	645U-525	48 INCH CURED IN PLACE LINER	550	LF	\$	\$
A1-7	TOTAL ADD ALTERNATE NO. 1 (ADD "AMOUNT BID" COLUMN FIGURES FROM LINES A1-1 THROUGH A1-6):					\$
A1-8	TOTAL BASE BID <u>PLUS</u> ADD ALTERNATE NO. 1 (ADD "AMOUNT BID" COLUMN FIGURES FROM LINES 28 AND A1-7):					\$

ADDENDUM NO. 1 RECEIPT

Date Sent: November 3, 2025
To: TTL, Inc.
From:
Project Name: 2025 CIP Eslava Creek Lley Avenue to Montlimar
Project Number: 2025-3005-09 (City of Mobile); 24-13-03211.00 (TTL)

ADDENDUM NO. 1 E-MAIL RECEIPT:

This receipt shall be signed and dated by the recipient and e-mailed to TTL, Inc. All addenda shall be acknowledged and a copy included in the Bid Proposal for this project.



Authorized Representative

Company Name: *C. THORNTON, INC.*

Title: *PROJECT MANAGER*

ADDENDUM NO. 2

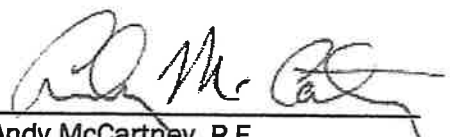
Date: November 4, 2025
Project Name: 2025 CIP Eslava Creek Lley Avenue to Montlimar
City of Mobile Project No: 2025-3005-09
TTL Project Number: 24-13-03211.00

This addendum to drawings and specifications dated October 3, 2025, and any previous addenda for the above referenced project supersedes all contrary and conflicting information contained in said drawings, specifications, and addenda. Said drawings, specifications and addenda are hereby amended in the following particulars that are in full force as part of this contract.

ITEM NO. 1 – POSTPONE BID DATE AND TIME:

Bid is being postponed for one week. Sealed bids will now be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, November 12, 2025, and then publicly opened and read in the Atrium, 1st Floor, per the advertisement for bids.

END OF ADDENDUM NO. 2


Andy McCartney, P.E.
Alabama Registration No. 30070

ADDENDUM NO. 3

Date: November 7, 2025
Project Name: 2025 CIP Eslava Creek Lleyn Avenue to Montlimar
City of Mobile Project No: 2025-3005-09
TTL Project Number: 24-13-03211.00

This addendum to drawings and specifications dated October 3, 2025, and any previous addenda for the above referenced project supersedes all contrary and conflicting information contained in said drawings, specifications, and addenda. Said drawings, specifications and addenda are hereby amended in the following particulars that are in full force as part of this contract.

ITEM NO. 1 – FLUME DETAILS:

Replace Sheet C9.1 from the original bid documents with the attached Sheets C9.1A and C9.1B. The revised details in these sheets reflect updates to the reinforcement required in the concrete flume.

END OF ADDENDUM NO. 3



Andy McCartney, P.E.
Alabama Registration No. 30070

STATE OF ALABAMA

U

BID LIMIT:

UNLIMITED

AMOUNT:

LICENSE NO.: 18330

TYPE:

RENEWAL



State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

C THORNTON INC

MOBILE, AL 36608

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

HS: HIGHWAYS AND STREETS

until July 31, 2026

when this Certificate expires.

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

15th day of June, 2025

SECRETARY-TREASURER

Michael B. Tew

CHAIRMAN

Charles A. Coker, Jr.

217972



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

This is to Certify that

C. Thornton, LLC

has been certified by the *Alabama Department of Transportation*
as a Disadvantaged Business Enterprise in accordance with
49 CER Part 23 & 26 as published in the Federal Register

Certification Number:

01-01205

Issuance Date:

January 28, 2025

Annual Affidavit Due Date:

January 28, 2026

John R. Cooper, Transportation Director

STATE OF ALABAMA

CONTROL NO.

MOBILE COUNTY

LICENSE NO.

9433606

ISSUED TO:

2600244

ACCOUNT NO.

537785

C THORNTON INC

LICENSE YEAR
2025-2026

12390 AIRPORT BLVD

MOBILE, AL 36608

DATE ISSUED		
10	02	2025
MO.	DAY	YR.

LICENSE TYPE	
STORE LICENSE	
CHAIN STORE LICENSE	
OCCUPATIONAL LICENSE	☒

BUSINESS LOCATION:

12390 AIRPORT BLVD
MOBILE, AL 36608

EXPIRES

9/30/2026
RENEW IN OCTOBER

RL:

U271 - #9433606 - T2 - P5708514 - M21

SECTION	BUSINESS TYPE	License Amount	FEE	PENALTY	CITATION	INTEREST	TOTAL
0084	CONSTRUCTION COMPANIES OR CONTRACTORS (\$200k+)	375.00	2.25	0.00	0.00	0.00	377.25

TRANSFER OF LICENSE

Evidence having been adduced before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.

Kathleen D. Baxter
State Comptroller

Name of Purchaser

Vernon Barnett
Commissioner of Revenue

Issuing Authority

NICK MATRANGA
Issuing Authority

TOTAL	377.25
MAIL FEE	1.00
TOTAL WITH MAIL FEE	378.25

RENEW LICENSE
OCTOBER 1st THROUGH OCTOBER 31st

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ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, **NOVEMBER 5, 2025**, and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No: **2025-3005-09**
Project: **2025 CIP Eslava Creek Lleyln Ave. to Montlimar**
Project Description: Repairs to the existing Eslava creek concrete drainage flume

Plans and contract documents may be inspected and obtained from TTL, Inc. (9797 Timber Circle, Suite A, Daphne, AL 36527) upon payment of four hundred dollars (\$400.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on October 31, 2025.

A Mandatory Pre-Bid Conference will be held at the City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on October 29th, 2025, at 10:30 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. *Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project. A single individual cannot represent more than one contracting company.*

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond \$10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **2025 CIP ESLAVA CREEK LLEYN AVE. TO MONTLIMAR**, City of Mobile Project No. **2025-3005-09**, in the City of Mobile, Alabama".

ITEM II

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

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

6. OWNER:

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

7. GUARANTY AND INSURANCE:

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

8. BONDS AND INSURANCE:

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

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **2025 CIP Eslava Creek Lleyn Ave. to Montlimar, City of Mobile Project No. 2025-3005-09**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for

acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) **Major Classification** or a Highways & Streets (HS) **Major Classification** per Section 230-X.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- c. Contractor default under previous contracts with the owner.
- d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) **Subcontractor's Status:** A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) **Notice of Intent:** The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular

features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 11/12/2025

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

Project Name: 2025 CIP Eslava Creek Lleyln Avenue to Montlimar

Project No: 2025-3005-09

Project Description: Repairs to the existing Eslava Creek concrete drainage flume

Major work items include: Drainage infrastructure repair

The Bidder further agrees to construct the improvements in **160** working days.

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

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

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

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to **TTL, Inc. via email Attn: Andy McCartney (amccartney@ttlusa.com)**. In order to receive consideration, the request must be received before 12:00 p.m. on October 31, 2025. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

CONTRACT SCHEDULE*Addendum No. 1 Revision**November 3, 2025*

THE FOLLOWING REPRESENTS THE BIDDER'S SCHEDULE OF CONTRACT UNIT PRICES FOR THIS PROPOSAL (bidder to complete below):

LINE NO.	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
BASE BID:						
1	201A-100	CLEARING AND GRUBBING	1	LS	\$ 80,000.00	\$ 80,000.00
2	206C-002	REMOVING CONCRETE SLOPE PAVING	5000	SQ YD	\$ 25.00	\$ 125,000.00
3	206D-000	REMOVING PIPE	25	LF	\$ 25.00	\$ 625.00
4	206D-011	REMOVING FENCE	4500	LF	\$ 15.00	\$ 67,500.00
5	206E-042	REMOVING INLETS (PARTIAL)	8	EACH	\$ 500.00	\$ 4,000.00
6	210A-000	UNCLASSIFIED EXCAVATION	2000	CY	\$ 25.00	\$ 50,000.00
7	210D-011	BORROW EXCAVATION (A4 OR BETTER)	1000	CY	\$ 30.00	\$ 30,000.00
8	260A-000	CEMENT MORTAR FLOWABLE BACKFILL, MIX 1	100	CY	\$ 400.00	\$ 40,000.00
9	454A	CLEAN AND SEAL EXISTING CONCRETE CRACK AND JOINTS	5000	LF	\$ 12.00	\$ 60,000.00
10	533A-857	18" STORM SEWER PIPE (CLASS 3 R.C.)	20	LF	\$ 91.50	\$ 1,830.00
11	533A-103	48" STORM SEWER PIPE (CLASS 3 R.C.)	50	LF	\$ 257.00	\$ 12,850.00
12	600A-000	MOBILIZATION	1	LS	\$ 100,000.00	\$ 100,000.00
13	610C-002	LOOSE RIPRAP, CLASS 3, 24" THICK	1500	TON	\$ 134.00	\$ 201,000.00
14	610D-003	FILTER BLANKET, GEOTEXTILE	5000	SQ YD	\$ 5.00	\$ 25,000.00
15	614A-000	SLOPE PAVING	850	CY	\$ 943.00	\$ 801,550.00
16	621C-140	INLETS, OPEN THROAT	1	EACH	\$ 5,000.00	\$ 5,000.00
17	621C-162	INLETS, TYPE S (PARTIAL)	8	EACH	\$ 3,500.00	\$ 28,000.00
18	637A-001	FENCE RESET (ALL TYPES)	2150	LF	\$ 23.70	\$ 50,955.00
19	637B-000	FENCE SET (4' TALL CHAIN LINK)	4300	LF	\$ 32.40	\$ 139,320.00
20	645U-514	18 INCH CURED IN PLACE LINER	300	LF	\$ 149.50	\$ 44,850.00
21	645U-515	24 INCH CURED IN PLACE LINER	250	LF	\$ 258.75	\$ 64,687.50
22	645U-520	30 INCH CURED IN PLACE LINER	520	LF	\$ 293.25	\$ 152,490.00
23	654A-000	SOLID SODDING	5000	SQ YD	\$ 6.00	\$ 30,000.00
24	665J-002	SILT FENCE	4700	LF	\$ 5.00	\$ 23,500.00
25	665O-001	SILT FENCE REMOVAL	4700	LF	\$ 2.00	\$ 9,400.00
26	690A-000	PROJECT SIGN	1	EACH	\$ 1,000.00	\$ 1,000.00
27	999X-000	WORK OF SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY THE ENGINEER	1	LS	\$ 10,000.00	\$ 10,000.00
28	TOTAL BID AMOUNT, BASE BID (ADD "AMOUNT BID" COLUMN FIGURES FROM LINES 1 THROUGH 27):					\$ 2,158,557.50

ADD ALTERNATE NO. 1 (BERWYN DRIVE SOUTH STORM DRAIN IMPROVEMENTS):						
A1-1	206E-042	REMOVING INLETS (PARTIAL)	5	EACH	\$ 250.00	\$ 1,250.00
A1-2	600A-001	MOBILIZATION WITH TRAFFIC CONTROL	1	LS	\$ 22,000.00	\$ 22,000.00
A1-3	621C-162	INLETS, TYPE S (PARTIAL)	5	EACH	\$ 3,500.00	\$ 17,500.00
A1-4	645U-514	18 INCH CURED IN PLACE LINER	660	LF	\$ 149.50	\$ 98,670.00
A1-5	645U-520	30 INCH CURED IN PLACE LINER	30	LF	\$ 293.25	\$ 8,797.50
A1-6	645U-525	48 INCH CURED IN PLACE LINER	550	LF	\$ 529.00	\$ 290,950.00
A1-7	TOTAL ADD ALTERNATE NO. 1 (ADD "AMOUNT BID" COLUMN FIGURES FROM LINES A1-1 THROUGH A1-6):					\$ 439,167.50
A1-8	TOTAL BASE BID PLUS ADD ALTERNATE NO. 1 (ADD "AMOUNT BID" COLUMN FIGURES FROM LINES 28 AND A1-7):					\$ 2,597,725.00

Base Bid

Total (All items listed in Proposal) \$ 2,597,725.00

Written in words Two Million Five Hundred Ninety Seven Thousand Seven Hundred Twenty Five Dollars & Zero Cents

Number of working days to complete 160

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

By C. Thornton Inc.

Signature of Bidder *Chylane T. Gregory*
(If a Corporation)

By *Chylane T. Gregory*
President

Chylane T. Gregory

Print

Carolyn B. Thornton
Secretary

Carolyn B. Thornton

Print

Treasurer

Print

Business

Address 12390 AIRPORT BLVD., MOBILE, AL 36608

Business

Address 12390 AIRPORT BLVD., MOBILE, AL 36608

Business

Address _____

(Corporate Seal)

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

ATTEST: _____
Secretary

Alabama 18330
State-License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That C. Thornton, Inc.
(Name of Contractor)
12390 Airport Blvd., Mobile, AL 36608
(Address)
as Principal, and Atlantic Specialty Insurance Company
(Name of Surety)
605 Highway 169 North, Suite 800, Plymouth, MN 55441
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is \$10,000) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **2025 CIP Eslava Creek Lleyan Avenue to Montlimar, City of Mobile Project No. 2025-3005-09**.

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed \$10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered October 28, 2025 (Date)
C. Thornton, Inc.
[Signature] (Contracting Firm)
Witness as to Principal By: [Signature] (SEAL)
Atlantic Specialty Insurance Company (Name of Surety)

COUNTERSIGNED: Mark W. Edwards, II, Attorney-in-Fact & AL Resident Agent
Alabama Resident Agent By [Signature]

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Alisa B. Ferris, Anna Childress, Jeffrey M. Wilson, Joshua T. Jones, Mark W. Edwards II, Richard H. Mitchell, Robert R. Freel, Robert Read Davis, William M. Smith**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

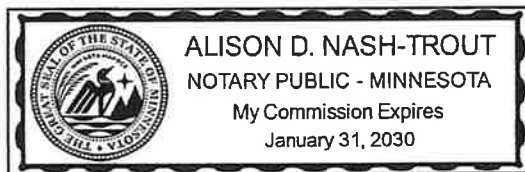


STATE OF MINNESOTA
HENNEPIN COUNTY

By


Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.





Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 28th day of October, 2025.

This Power of Attorney expires
January 31, 2030





Kara L.B. Barrow, Secretary

Bond No. 800218047

_____ as Principal and Atlantic Specialty Insurance Company

Page 663 of 943

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____
20____.

Individual Principals sign here

In the presence of:

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

ATTEST:

[Signature]
(Signature)

_____(Print)

ITS: _____

(Corporate Name) C. Thornton, Inc.

BY:

Chylane T. Gregory

(Signature)

Chylane T. Gregory

(Print)

ITS:

President

(Title)

Atlantic Specialty Insurance Company

(Surety sign here) (Corporate name)

BY:

Mark W. Edwards, II

(Signature)

Mark W. Edwards, II

(Print)

ITS: Attorney-in-Fact & Licensed AL Resident Agent

(Title)

ATTEST:

Alisa B. Ferris
(Signature)

Alisa B. Ferris

(Print)

ITS: Senior Vice President - Surety

Corporate Seal



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Alisa B. Ferris, Anna Childress, Jeffrey M. Wilson, Joshua T. Jones, Mark W. Edwards II, Richard H. Mitchell, Robert R. Freel, Robert Read Davis, William M. Smith**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

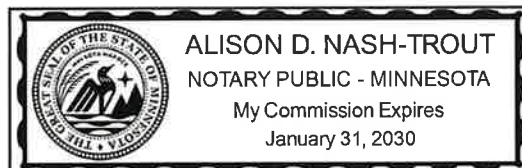
STATE OF MINNESOTA
HENNEPIN COUNTY



By


Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated _____ day of _____, _____.

This Power of Attorney expires
January 31, 2030




Kara L.B. Barrow, Secretary

ITEM VI
PERFORMANCE BOND

Bond No. 800218047

KNOW ALL MEN: That we C. Thornton, Inc.

(Name of Contractor)

a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Atlantic Specialty Insurance Company, 605 Highway 169 North, Suite 800, Plymouth, MN 55441, a NY Corporation

(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of _____

Two Million Five Hundred Ninety Seven Thousand Seven Hundred Twenty Five and 00/100 dollars (\$ 2,597,725.00),

for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 20, entered into a Contract with the Owner for 2025 CIP Eslava Creek Lleyn Ave to Montlilmar which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____
20_____.

Individual Principals sign here

In the presence of:

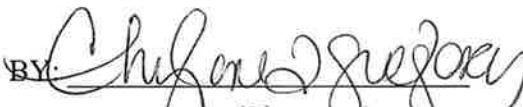
_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)

(Corporate Name) C. Thornton, Inc.

ATTEST:


_____(Signature)
_____(Print)

ITS: _____
(Title)

BY: 
_____(Signature)
Chylene T. Gregory
_____(Print)
ITS: President
_____(Title)

Atlantic Specialty Insurance Company
(Surety sign here) (Corporate name)

ATTEST:


_____(Signature)
Alisa B. Ferris
_____(Print)

ITS: Senior Vice President - Surety

(Title)

BY: 
_____(Signature)
Mark W. Edwards, II
_____(Print)
ITS: Attorney-in-Fact & AL Resident Agent
_____(Title)

Corporate Seal

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Alisa B. Ferris, Anna Childress, Jeffrey M. Wilson, Joshua T. Jones, Mark W. Edwards II, Richard H. Mitchell, Robert R. Freel, Robert Read Davis, William M. Smith**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

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Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

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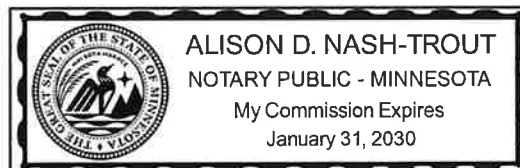
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated _____ day of _____, ____.



This Power of Attorney expires
January 31, 2030

Kara L.B. Barrow, Secretary

ITEM VII
INSURANCE

- A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. All certificates/endorsements shall be reviewed and deemed acceptable by the City's Risk-Management Office prior to any work.
- B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

- a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
- b. Employer's Liability with limits of not less than:
- | | |
|---------------------------|---------------------------|
| Bodily Injury by Accident | \$1,000,000 each accident |
| Bodily Injury by Disease | \$1,000,000 policy limit |
| Bodily Injury by Disease | \$1,000,000 each employee |
- c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

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

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

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

5. Certificate of Liability Insurance Endorsement Page

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

- a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- b. Additional Insured - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to name City of Mobile as an Additional Insured.
- c. Primary Insurance - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
- d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
- e. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) **Subcontractor's Status:** A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

- (a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.
- (b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.
- (c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to

bidding as a prime contractor or doing any subcontract work for a prime contractor.

- (d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.
4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents. Failure to meet the committed DBE percentage without documented good-faith effort shall constitute a material breach and may result in withholding of retainage or future bid disqualification.
 5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
 6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.
 7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.
 8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.
 9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.
 10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
 11. **The contractor shall provide maintenance for a period of one year from final payment for all work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.
13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).
15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.
16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.
17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.
18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).
20. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation and all required materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until the project is complete and any other incidentals necessary to complete the job, shall be subsidiary of Item No. 600A, Mobilization. The contractor shall restore all existing traffic mechanisms to original condition.
21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.
22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).
23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.
24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.
25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project. The Contractor shall provide a one-year warranty period from the time of final payment.

26. Contractor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.
28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.
29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.
30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**
31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.
32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.
34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.
36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.
37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.
38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.
39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.
40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.
41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.
42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.
44. There shall be **NO** adjustment to fuel or asphalt index for this project.
45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.
46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.
47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.
48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

Any fines, penalties, or judgments assessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A

backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.

50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.
51. Workmen shall wear reflectorized vests, shirts or jackets.
52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.
53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.
54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.
56. On some streets, a "ski pole" will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.
57. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.
58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.
59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.
60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.
61. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.

62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.
63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.
64. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.
65. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

ITEM IX
ARTICLES OF AGREEMENT

**STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)**

(Executed in Quintuplicate)

(1) **THIS AGREEMENT** is made and entered into by and between the **CITY OF MOBILE, ALABAMA** (hereinafter "CITY,,), acting by and through its MAYOR and CITY COUNCIL, and C Thornton Inc. (hereinafter "CONTRACTOR,,), and shall be effective as of the date this Agreement is last signed by all parties hereto (the "Effective Date,,).

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: 2025 CIP Eslava Creek Lleyln Avenue to Montlimar

Project No: 2025-3005-09

Project Description: Repairs to the existing Eslava Creek concrete drainage flume

Major work items include: Drainage infrastructure repair

City of Mobile Project Number **2025-3005-09**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$ 2,597,725.00) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY,, is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof,

and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **TTL, Inc.**

AUTHORITY OF THE CITY ENGINEER:

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

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

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

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

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering

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

WAGE SCALE:

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

APPOINTMENT AND AUTHORITY OF INSPECTORS:

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

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

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

INSPECTION:

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

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

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

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

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

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

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

RESPONSIBILITY FOR ACCIDENTS:

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

WORK TO BE PROSECUTED AS DIRECTED:

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

GENERAL COMPLIANCE WITH LAWS:

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

SUSPENSION OF WORK:

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

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to ensure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact.

Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.

- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final payment.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

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

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is 2025 CIP, Project C0993. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

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

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

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

TRIMBLE UNITY CONSTRUCT:

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

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

(Print)

ATTEST:

BY: _____

CITY CLERK

(Print)

CONTRACTOR:

AN INDIVIDUAL

(Print)

WITNESSES:

(Print)

C. Thornton Inc.

CONTRACTOR: (IF CORPORATION)

C. Thornton Inc. (Print)

BY: Chylane T. Gregory

ITS PRESIDENT

Chylane T. Gregory (Print)

Corporate Seal

ATTEST:

Carolyn B. Thornton
ITS SECRETARY
Carolyn B. Thornton (Print)

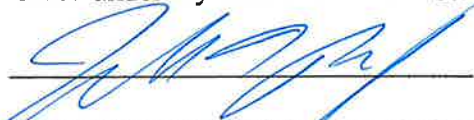
12/4/2025
DATE

STATE OF ALABAMA }

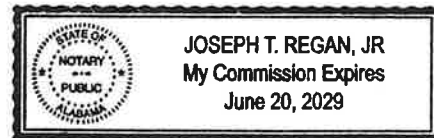
COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that
Chylane T. Gregory, whose name is signed to the foregoing instrument in the capacity
of President of C. Thornton, Inc. and who is known to me,
acknowledged before me on this day that, being informed of the contents of the instrument, he
executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 8th day of December, 2025.



NOTARY PUBLIC My Commission Expires:



ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

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

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

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

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

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

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

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

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

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

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

Payment for stored materials may be included on the monthly estimates only if approved in advance by the ENGINEER. Payment for stored materials will be at the discretion of the CITY.

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

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

5. ITEM 654-A SOLID SODDING:

654.A.1

Description

This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.2

Basis of Payment

Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

6. ITEM 690-A PROJECT SIGN:

690.A.01

Description

This pay item shall include all labor and maintenance necessary to provide, on the project site, a project sign(s) for the duration of the project. The project sign shall display the district number(s) and be in accordance with the detail shown in Attachment E.

690.A.02

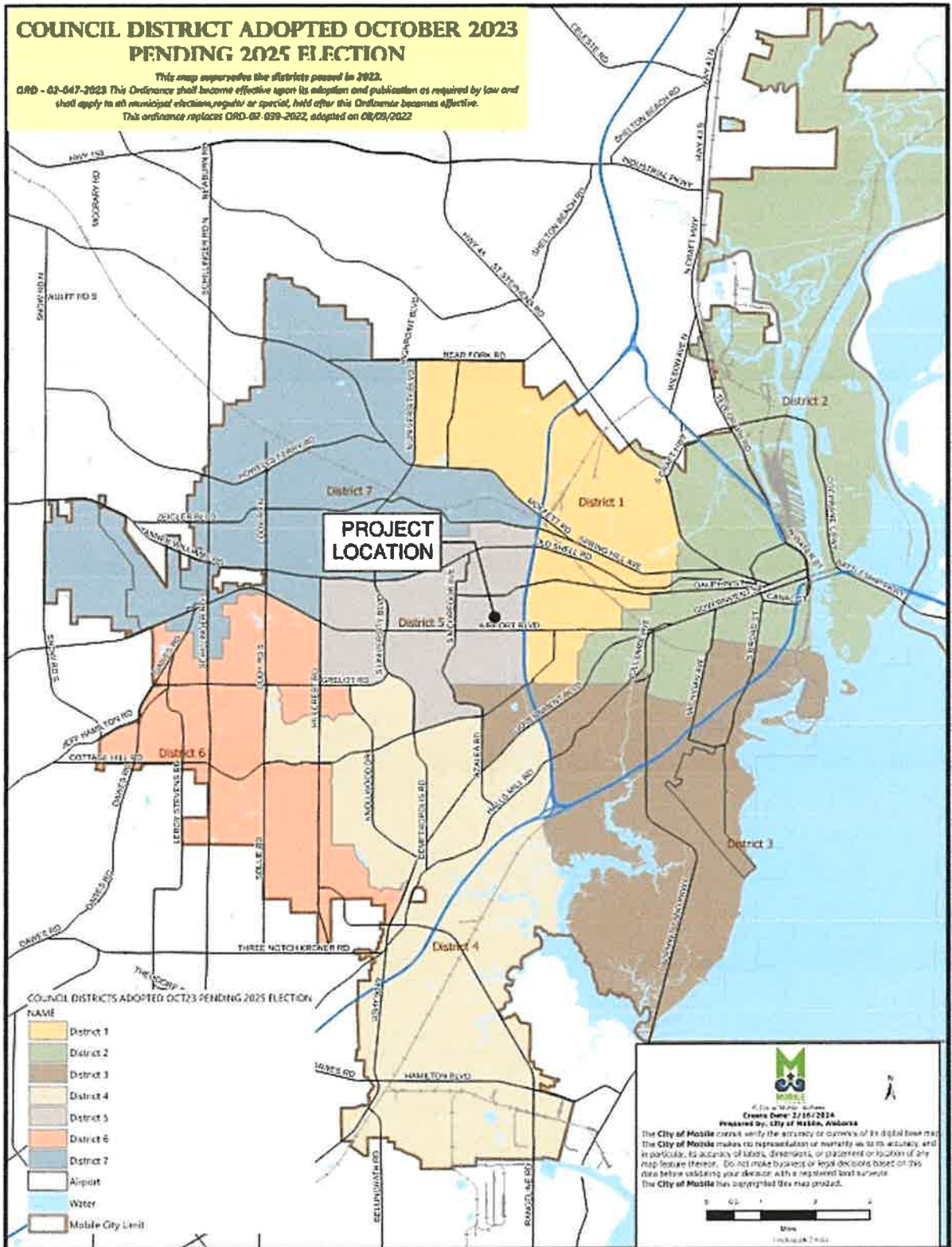
Basis of Payment

Payment will be based on the respective unit bid price for project signs, complete-in-place, which shall be payment in full for furnishing the individual signs, preparation, placing, and maintenance of the signs and for all labor, equipment, tools and incidentals necessary to complete this item;

ATTACHMENT “A”

LOCATION

CITY OF MOBILE ~ COUNCIL DISTRICTS



ATTACHMENT “B”

CONTRACTORS INSURANCE CERTIFICATIONS

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURED	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No, Ext):</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2">NAIC #</td> </tr> <tr> <td colspan="2">INSURER A:</td> </tr> <tr> <td colspan="2">INSURER B:</td> </tr> <tr> <td colspan="2">INSURER C:</td> </tr> <tr> <td colspan="2">INSURER D:</td> </tr> <tr> <td colspan="2">INSURER E:</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> </table>	CONTACT NAME:		PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		NAIC #		INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:																																
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project Name: Project Number: 20xx-3005-xx City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).																																		

CERTIFICATE HOLDER City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CTHORNT-01

ETESNEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/24/2025

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PRODUCER Thames Batre' Insurance PO Box 6989 Mobile, AL 36660	CONTACT NAME: Ashley Spaulding, CISR		
	PHONE (A/C, No, Ext): (251) 643-7043	FAX (A/C, No): (251) 473-9010	
	E-MAIL ADDRESS: ashley@thamesbatre.com		
INSURED C Thornton Inc 12390 Airport Blvd Mobile, AL 36608	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Middlesex Insurance Company		23434
	INSURER B : Midwest Employers Casualty Co		23612
	INSURER C : AGC Workers Comp Fund, Inc		055028
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:	X	X	A0174626	6/30/2025	6/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ 100,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	A0174626	6/30/2025	6/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	X	X	A0174626	6/30/2025	6/30/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below			EWC009234	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Workers Compensation			MP088-2025-AL	1/1/2025	12/31/2025	Per Statute
A	Equipment Floater			A0174626	6/30/2025	6/30/2026	Leased/Rented 100,000

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

Project No: 2025-3005-09 Project Name: 2025 CIP Eslava Creek Lleyen Avenue to Montlmar

Regarding effective and expiration, both days are at 12:01 AM Standard Time at the insureds address. Coverage under this program is limited to the Alabama Workers Compensation Act. Alabama Associated General Contractors Self Insurers Fund (dba CompTrust AGC) is rated by AM Best & their rating is A- VII. Midwest Employers Casualty Company is rated by AM Best and their rating is A+ XV.

General Liability:

Additional Insured provisions apply with respect to General Liability (including on-going and completed operations), subject to forms CG 71 25 06 22, if SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
PO Box 1827
Mobile, AL 36633

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

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: CTHORNT-01

ETESNEY

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Thames Batre' Insurance		NAMED INSURED C Thornton Inc 12390 Airport Blvd Mobile, AL 36608	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

required by written contract.

Waiver of Subrogation provisions apply with respect to General Liability, subject to form CG 71 25 06 22, if required by written contract.

Primary & Non-Contributory provisions apply with respect to General Liability, subject to form CG 71 25 06 22 if required by written contract.

30 day Notice of Cancellation provisions apply with respect to General Liability, subject to form IL 70 60 08 15 if required by written contract.

Automobile:

Additional Insured provisions apply with respect to Automobile Liability, subject to form CA 20 48 10 13, if required by written contract.

Waiver of Subrogation provisions apply with respect to Automobile Liability, subject to form CA 76 16 06 18 if required by written contract.

Primary & Non-Contributory provisions apply with respect to Automobile Liability, subject to form CA 00 01 11 20, if required by written contract.

30 day Notice of Cancellation provisions apply with respect to Automobile Liability, subject to form IL 70 60 08 15 if required by written contract.

Excess Liability:

Additional Insured provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.

Additional Insured provisions apply with respect to Excess Liability, subject to Automobile Liability underlying terms, if required by written contract.

Primary & Non-Contributory provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.

Primary & Non-Contributory provisions apply with respect to Excess Liability, subject to Automobile Liability underlying terms, if required by written contract.

Waiver of Subrogation provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.

Waiver of Subrogation provisions apply with respect to Excess Liability, subject to Automobile Liability underlying terms, if required by written contract.

30 day Notice of Cancellation provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.

30 day Notice of Cancellation provisions apply with respect to Excess Liability, subject to Automobile Liability underlying terms, if required by written contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/24/2025

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PRODUCER MRM, LLC PO Box 382408 Birmingham, AL 35238 www.mrm-llc.com	CONTACT NAME: Melanie Ginn	
	PHONE (A/C, No, Ext): 877-402-5246	FAX (A/C, No): 205-730-2833
INSURED C Thornton, Inc. 12390 Airport Boulevard Mobile AL 36608	E-MAIL ADDRESS: certs@mrm-llc.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Alabama Associated General Contractors SIF	
	INSURER B: Midwest Employers Casualty Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES**CERTIFICATE NUMBER:** 88047104**REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A B 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 ☐	MP088-2025-AL PJAL180000 EWC009234	1/1/2025 1/1/2025 1/1/2025	1/1/2026 1/1/2026 1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Regarding effective and expiration, both days are at 12:01 am Standard Time at the insured's address. Coverage under this program is limited to the Alabama Workers Compensation Act. Alabama Associated General Contractors Self Insurers Fund (dba CompTrust AGC) is rated by A.M. Best & their rating is A- VII. Midwest Employers Casualty Company is rated by A.M. Best and their rating is A+ XV.
Project: 2025 CIP Eslava Creek Lleyen Avenue to Montlamar. Waiver of subrogation in favor of City of Mobile when required by written contract.
30-day notice of cancellation applies 10-day for nonpayment of premium.

CERTIFICATE HOLDER**CANCELLATION**City of Mobile
PO Box 1827
Mobile AL 36633

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

AUTHORIZED REPRESENTATIVE

Terry Young

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ACORD 25 (2016/03)

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THIS AMENDMENT CHANGES THE WORKERS COMPENSATION INSURING AGREEMENT. PLEASE READ IT CAREFULLY.

This AMENDMENT effective 12:01 AM 11/24/2025 forms a part of the Workers Compensation member Participation Agreement with Alabama Associated General Contractors Self Insurers Fund dba CompTrust AGC.

Issued to: C Thornton, Inc.
12390 Airport Boulevard
Mobile AL 36608

Issued by: MILLENNIUM RISK MANAGERS TPA FOR ALABAMA ASSOCIATED GENERAL CONTRACTORS SIF/CompTrust AGC

This amendment modifies insurance provided under this Workers Compensation and Employers Liability Insuring agreement

Premium for this AMENDMENT: No Charge

ALTERNATE EMPLOYER AMENDMENT

This AMENDMENT changes the coverage/certificate of insurance to which it is attached effective on the inception date of the coverage unless a different date is indicated above.

This AMENDMENT applies only with respect to claims for Alabama workers' compensation benefits (Part One) by, or bodily injury (Part Two) to, your employees while in the course of special or temporary employment by the Alternate Employer. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the Alternate Employer is insured. The coverage and insurance afforded by this AMENDMENT applies only to work you perform under the contract or at the project named in the certificate.

Under Part One (Workers Compensation Insurance) we will reimburse the Alternate Employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

This AMENDMENT does not otherwise broaden or expand any coverage afforded to the Employer or Alternate Employer by the Participation Agreement. All other terms and conditions of the Participation Agreement control the rights, duties and obligations of these parties.

The coverage and insurance afforded by this AMENDMENT is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this coverage or insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this AMENDMENT.

Premium may be charged for your employees while in the course of special or temporary employment by the Alternate Employer.

The coverage may be cancelled according to its terms without sending notice to the Alternate Employer unless otherwise stated.

The Alternate Employer will recognize our right to defend under Parts One and Two.

This alternate employer amendment extends no workers compensation coverage to employees of any third party entity.

SCHEDULE

- (1) Alternate Employer and Address: City of Mobile
PO Box 1827
Mobile AL 36633
- (2) Contract or Project: Project Name: 2025 CIP Eslava Creek Lleyln Avenue to Montlmar.
Project No: 2025-3005-09

AUTHORIZED REPRESENTATIVE: Terry Young, Millennium Risk Managers, LLC



ADDITIONAL AMENDMENT TO CERTIFICATE OF LIABILITY INSURANCE

EFFECTIVE DATE: 11/24/2025

ATTACHES AND FORMS A PART OF INSURING AGREEMENT #: MP088-2025-AL

ATTACHES AND FORMS A PART OF INSURING AGREEMENT #: PJAL180000

CARRIER: Alabama Associated General Contractors Self Insurers Fund (dba CompTrust AGC)

ISSUED TO: City of Mobile
PO Box 1827
Mobile AL 36633

ISSUED BY: MRM, LLC., P O Box 382408, Birmingham Alabama 35238

NAMED INSURED: C Thornton, Inc.
12390 Airport Boulevard
Mobile AL 36608

ADDITIONAL REMARKS – THIS ADDITIONAL REMARKS FORM IS A SCHEDULE / AMENDMENT TO ACORD FORM #25, TITLED “CERTIFICATE OF LIABILITY INSURANCE.”

REMARKS:

Project: 2025 CIP Eslava Creek Lley Avenue to Montlimar.

Waiver of subrogation in favor of City of Mobile when required by written contract.

30-day notice of cancellation applies 10-day for nonpayment of premium

AUTHORIZED REPRESENTATIVE:

Terry Young

Millennium Risk Managers, LLC



ATTACHMENT “C”

**SUBCONTRACTING PLAN,
E-VERIFY AFFIDAVIT,
E-VERIFY REGISTRATION PRINTOUT,
DBE UTILIZATION REPORT, AND SECRETARY
OF STATE REGISTRATION**



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

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "DBEs": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "Good Faith" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



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

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archiquekidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	C. THORNTON, INC.
Address	12390 AIRPORT BLVD., MOBILE, AL 36608
Telephone	251-639-1906
E-Mail	ctgregory@cthorntoninc.com

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male 41 Female 3 Minority 30 Non-minority 14 SDVO NA
Total #of Employees	44

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CHYLANE T. GREGORY
Signature: Chylane T. Gregory Date: 11/12/2025
Title: PRESIDENT

The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: CHYLANE T. GREGORY Title: PRESIDENT
Email: ctgregory@cthorntoninc.com Phone: 251-639-1906





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

Form 2: Good Faith Effort Documentation

Name of Bidder: C. THORNTON, INC.

Contact Person: CHYLANE T. GREGORY Phone 251-639-1906 Email cgregory@cthortoninc.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ☐	NO ☐	Did you do these suggested areas for DBE recruitment and engagement
X		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
X		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	X	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



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

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

CONTRACT RECORDS:

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

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

Section 2 (B)

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

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

DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. WE ARE A CERTIFIED DBE FIRM AND WE HAVE COASTAL ENVIRONMENTAL AND EROSION CONTROL WHO ARE CERTIFIED DBE

OFFICE OF SUPPLIER DIVERSITY CITY OF MOBILE

DBE Compliance DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archonique.kidd@cityofmobile.org

or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:		Certified DBE:		YES	NO	Contract Start Date:	
DESCRIPTION:				Estimated Completion Date:			
This report is for the month of:		JAN	APR	JULY	OCT	FINAL	
(CHECK ONE):		FEB	MAY	AUG	NOV		
		MARCH	JUNE	SEPT	DEC		
Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)		Payments to Date from City of Mobile		OFFICE USE ONLY (Verification)	
\$	\$	\$		\$			
Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.							
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE		OFFICE USE ONLY (Verification)	
		\$	\$	\$			
		\$	\$	\$			
		\$	\$	\$			
		\$	\$	\$			
TOTALS		\$	\$	\$			

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY
CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____

(Title)

(Date)

DBE Utilization Report

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

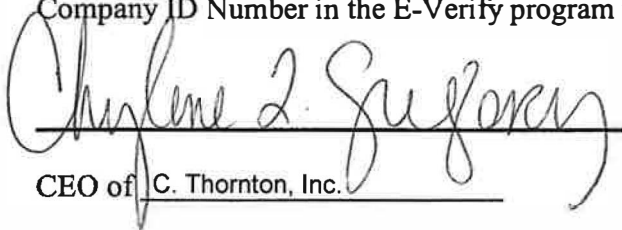
Before me, a Notary public, personally appeared Chylane T. Gregory (affiant) who, being duly sworn says as follows:

President/CEO of C. Thornton, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for C. Thornton, Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

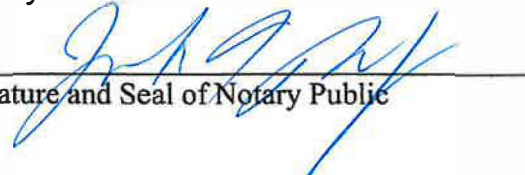
By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to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

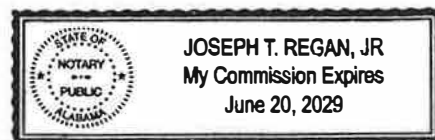
I further attest that said C. Thornton, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 255979.


CEO of C. Thornton, Inc.

Sworn to and subscribed before me this the 4th day of December, 2025.

I certify that the affiant is known to me to be the identical party he or she claims to be.


Signature and Seal of Notary Public





Company ID Number: 255979

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and C. Thornton, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



E-VERIFY IS A SERVICE OF DHS

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4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative



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nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

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6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking



E-VERIFY IS A SERVICE OF DHS

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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

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authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

Company ID Number: 255979

contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

Company ID Number: 255979

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

Company ID Number: 255979

after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

Company ID Number: 255979

mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 255979

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **C. Thornton, Inc.**

Kellie D Thornton

Name (Please Type or Print)

Title

Electronically Signed

Signature

09/23/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

09/23/2009

Date



Company ID Number: 255979

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: C. Thornton, Inc.

Company Facility Address: 12390 Airport Blvd.

Mobile, AL 36608

Company Alternate
Address:

County or Parish: MOBILE

Employer Identification

Number: 630869318

North American Industry
Classification Systems

Code: 237

Parent Company: _____

Number of Employees: 20 to 99

Number of Sites Verified

for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)



Company ID Number: 255979

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

Name:	Kellie D Thornton	Fax Number:	(251) 607 - 0664
Telephone Number:	(251) 639 - 1906 ext. 102		
E-mail Address:	kelliethornton@cthortoninc.com		
Name:	Denise K Frank	Fax Number:	(251) 607 - 0664
Telephone Number:	(251) 639 - 1906 ext. 101		
E-mail Address:	denisefrank@cthortoninc.com		



Welcome
Barbara Griggs

≡ MENU

Points of Contact Summary List

Add

Sort by

Last Name (Ascending) ▼

Last Name	Griggs
First Name	Barbara
Middle Name	E
Phone Number	(251) 639 - 1906 ext. 112
Fax Number	(251) 607 - 0664
Email Address	bgriggs@cthorntoninc.com
Last Updated User Name	
Last Updated Date	

Edit

Delete

Previous Next

Page 1 of 1. Go to

1

Go

Results per page

10 ▼

Cancel

Save



Last Login: 04/03/2018 02:47 PM

U.S. Department of Homeland Security

ATTACHMENT “D”

**CERTIFICATIONS, AFFIDAVITS
& PROJECT CLOSEOUT**

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2025-3005-09
2025 CIP ESLAVA CREEK LLEYN AVENUE TO MONTLIMAR

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____

THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

Witness

Signature of Authorized Agent

Title

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO.: 2025-3005-09
PROJECT NAME: 2025 CIP ESLAVA CREEK LLEYN AVENUE TO
MONTLIMAR

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of: _____

County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none) _____

Contractor: _____

Subscribed and sworn to before me this _____

_____ day of _____, 20____.

By: _____

Title: _____

Notary Public: _____

My Commission Expires: _____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

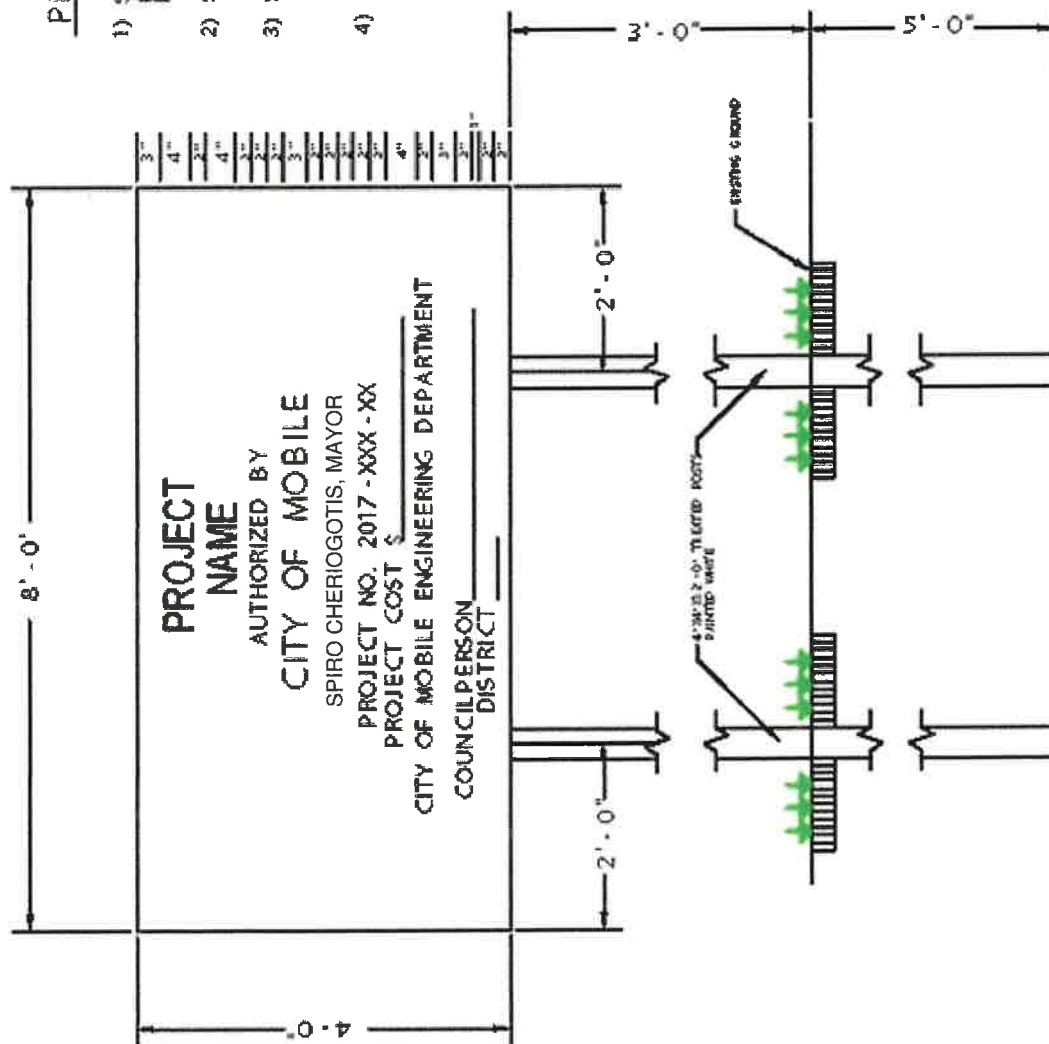
The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.
2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.
3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.
4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.
7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT “E”

SIGN DETAILS



PROJECT SIGN DETAIL

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

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

ATTACHMENT “F”

**GEOTECHNICAL REPORTS
AND/OR MIX DESIGNS**

ATTACHMENT “G”
TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

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

B. GENERAL PROCEDURES

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

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

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 11/12/2025

Name of Project: 2025 CIP Eslava Creek Lley Avenue to Montlimar

Project Number: 2025-3005-09

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

BASE BID ITEMS:

\$ 85,000

ADDITIVE ALTERNATE #1:

\$ 45,000

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 C. Thornton Inc.

Mailing

Address P. O. Box 850699, Mobile, Al 36685

*By (Legal Signature)

Chylane T. Gregory

*Name (type or print) Chylane T. Gregory

(Seal)

*Title President

Telephone Number 251-639-1906



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 30, 2025

Submitted by:

Donald Rose, Senior Director - Chief Procurement Ofc

Sponsored by:

Mayor Spiro N. Cheriogotis

Purpose and Scope of Project:

Extend, for one year, with option for an additional year, the three-year contract, dated November 8, 2022, with BFI Waste Services, LLC, d.b.a. Republic Services of Mobile, for rental of downtown garbage compactors and transport of collected garbage.

Amount of Contract:

NTE \$100,000.00 per year

Funding Source

General fund.

ATTACHMENTS:

1. 2025 Agenda Package Amend Compactor container.11.07.25

REVIEWERS:

Donald Rose
Donna Bryars
Cherlina Monteiro
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 16 December 2025 Item No. _____
Date

Submitted by: Public Services Matt Anderson
Department Department Head

Sponsored by: Spiro N. Cheriogotis _____
Name Title

Reviewed by: Shonnda Smith _____
Executive Director

Routing Authorized: _____ Date _____
Mayor's Office

A brief synopsis and explanation of the following:

PROJECT NAME: Amendment - Garbage Compactor Rental and Service

PURPOSE & SCOPE OF PROJECT:

Extend, for one year, with option for an additional year, the three-year contract, dated November 8, 2022, with BFI Waste Services, LLC, d.b.a. Republic Services of Mobile, for rental of downtown garbage compactors and transport of collected garbage. General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: NTE \$100,000.00 per year

FUNDING SOURCE:

Budget Item: 10042090 42060 Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: upon signature

Renewal date of contract (if applicable): n/a

If not bid, state reason: Sealed bid 5731

How many bidders received bid packages (if applicable): 9+web

How many bidders submitted bids (if applicable): 3

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

Extension is bid exempt AI Code 41-16-51(a)(10); see also allowable extension to five years total for collection/disposal of residential solid waste 41-16-57(f).

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an amendment to the Agreement between the City of Mobile and BFI Waste Services, LLC, DBA Republic Services of Mobile, for compactor garbage container rental and service, to extend the term of the existing agreement beyond its current expiration date for an additional year, with the option to extend for a second additional year, without further approval required by Council, as outlined in the Agreement amendment attached hereto and made a part hereof as though set forth in full. A copy of said Agreement amendment is on file in the Office of the City Clerk.

ADOPTED:

City Clerk



**FIRST AMENDMENT TO AGREEMENT FOR CITY OF
MOBILE GARBAGE COMPACTOR RENTAL AND SERVICE**

THIS First Amendment to Agreement for Garbage Compactor Rental and Service ("Amendment") is entered into on this ____ day of _____, 2025, by and between the City of Mobile, Alabama, a municipal corporation of the State of Alabama ("City"), and BFI Waste Services, LLC d.b.a. Republic Services of Mobile, a for-profit company organized under the laws of the State of Delaware ("Contractor").

WHEREAS, the Contractor and the City entered a three-year Agreement for garbage compactor and rental and service on or about November 8, 2022 ("Agreement");

WHEREAS, Contractor and City desire Contractor to continue to provide the services for an additional year, with the option upon future agreement of the parties to extend the Contractor's provision of the services for a second additional year.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Article I of the Agreement is amended to extend the term of the Agreement for one additional year with the option upon future agreement of the parties to extend the Contractor's provision of the services for a second additional year. The Amendment shall be retroactively effective to the Agreement's initial expiration date to extend the agreement without any lapse in service, terms, or obligations.
2. Article 3 of the Agreement, Insurance, is replaced with Exhibit A of this First Amendment. Evidence of such insurance is found as Exhibit B.
3. Except as modified hereby, all other terms and provisions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties.
4. The City and the Contractor each represent and warrant to the other that it has full authority to enter into and perform this Amendment and that the persons signing this Amendment on behalf of the Contractor and the City respectively represent and warrant that he or she has the full and complete authority to bind Contractor and City, as the case may be, to this Amendment.
5. This First Amendment may be executed and delivered in two counterparts, including delivery by facsimile and/or electronic transmission, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed by its duly authorized officer as of the date first above written.

BFI WASTE SERVICES, LLC, D.B.A REPUBLIC SERVICES OF MOBILE

By: [Signature]
Its CM (title)

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, Courtney Brown, a notary public in and for said County in said State, hereby certify that Andrew Rodgers, whose name as Authorized Agent of BFI Waste Services, LLC, d.b.a. Republic Services of Mobile, is signed to the foregoing contract and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, as such Authorized Agent and with full authority executed the same voluntarily for and as the act of said business enterprise.

Given under my hand this the 14 day of Nov, 2025.

Courtney Brown
Notary Public
My Commission Expires: 9/8/2029

CITY OF MOBILE

By: _____
Spiro N. Cheriogotis
Its: Mayor



ATTEST:

City Clerk

Exhibit A: Amended Insurance Requirements
B: Contractor Evidence of Insurance

CERTIFICATE OF SECRETARY

**RELATING TO THE BID OR PROPOSAL TO PROVIDE
GARBAGE COMPACTOR RENTAL AND SERVICE
FOR THE CITY OF MOBILE
IN THE STATE OF ALABAMA**

The undersigned, Secretary of **BFI WASTE SERVICES, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **ALLIED WASTE NORTH AMERICA, LLC**, a Delaware limited liability company, the sole member of the Company (the "Member") by written consent of the Member on August 23, 2021, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance; and in connection with environmental solutions transactions only, General Manager; Division President; or Division Vice President Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to any one of the foregoing positions, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; Market Vice President; Vice President, Environmental Services be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **ANDREW J. RODGERS** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 10th day of October, 2022.



Lauren McKeon, Secretary

Exhibit A Insurance Requirements.

A. For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance, which such insurance shall be endorsed to name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama. Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

1. WORKER'S COMPENSATION/EMPLOYER'S LIABILITY:

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project.

2. COMMERCIAL GENERAL LIABILITY: Contractor shall also obtain Commercial General Liability insurance coverage including premises, products and complete operations coverage with the following minimums:

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

3. AUTOMOBILE LIABILITY: Contractor shall also obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. (If Contractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)

4. PROFESSIONAL LIABILITY INSURANCE: Contractor shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be at a minimum, \$1,000,000.00 per event.

5. COMMERCIAL UMBRELLA LIABILITY: Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, and Automobile Liability policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least \$2,000,000 per line of coverage.

6. CERTIFICATES OF INSURANCE: Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self- Insured Retentions for each policy shall not exceed \$10,000 unless otherwise indicated by City of Mobile.. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

7. **ADDITIONAL INSURED:** These liability policies shall endorse City of Mobile as an Additional Insured. Coverage for City of Mobile and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the Contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

a. The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

City of Mobile
P.O. Box 1827
Mobile, AL 36633

8. **INSURANCE REQUIREMENTS FOR SUB-SUBCONTRACTORS:** Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Attachment A, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-subcontractors entering the site.

9. **CANCELLATION:** Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor/Subcontractor shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

10. **WAIVER OF SUBROGATION:** Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

Exhibit B. Contractor Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 13

DATE (MM/DD/YYYY)
11/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 NORTH SCOTTSDALE ROAD SCOTTSDALE, AZ 85255	CONTACT NAME:	
	PHONE (A/C No.Ext): FAX (A/C No.Ext):	
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	E-MAIL ADDRESS: certicateteam@ccmsi.com	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: ACE American Insurance Co.	22667
	INSURER B: Indemnity Insurance Co. of North America	43575
	INSURER C: Illinois Union Insurance Company	27960
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER: 2618051****REVISION NUMBER: 1**

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.

SR TR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:			HDO G48981793	06/30/2025	06/30/2026	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 30,000,000 PRODUCTS -COMP/OP AGG \$ 20,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ☒ SCHEDULED AUTOS ONLY ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ONLY			ISA H1137119A	06/30/2025	06/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C72793894 - AOS WLR C72793882 - OR SCF C72793900 - WI WCU C72793912 - OH XS TNS C72627490 - TX NS/XS	06/30/2025 06/30/2025 06/30/2025 06/30/2025	06/30/2026 06/30/2026 06/30/2026 06/30/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

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

Division Number: 4986 - Named Insured Includes: BFI Waste Services, LLC - Dba: Allied Waste Services of Mobile

CERTIFICATE HOLDERCITY OF MOBILE
PO BOX 1827
MOBILE, AL 36633
United States**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

Page 2 of 13

GENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
ARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	
ADDITIONAL REMARKS		CERTIFICATE NUMBER: 261805	

HIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C72793894 and stop gap coverage for OH is covered under policy no. WCU C72793912, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers' Compensation Insurance in Texas. The excess policy (TNS C72627490) shown on this certificate provides excess indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Re: Project Name: Dumpster Service, Various City of Mobile Locations - Project No.: SC-010-19

Additional Insured includes: City of Mobile, when required by written contract.

ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured Republic Services, Inc.			Endorsement Number 4
Policy Symbol ISA	Policy Number H1137119A	Policy Period 06/30/2025 to 06/30/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM
EXCESS TRUCKERS COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under written contract or agreement which include permits and licenses requiring DA9U74b (0614), provided such contract or agreement was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

NOTICE TO OTHERS ENDORSEMENT - NOTICE BY INSURED'S REPRESENTATIVE

Named Insured Republic Services, Inc.			Endorsement Number 243
Policy Symbol ISA	Policy Number H1137119A	Policy Period 06/30/2025 TO 06/30/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

- A. If we cancel, non-renew, or materially change the Policy prior to its expiration date by notice to the first Named Insured for any reason other than nonpayment of premium, we will, as set out in this endorsement, send written notice of such cancellation, non-renewal or material change, to the first Named Insured and will allow its representative to send such notice to all persons or organizations that the first Named Insured has contractually agreed to provide such notice.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification. The failure to provide advance notification of cancellation, non-renewal, or material change will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation, non-renewal or material change of the Policy.
- C. We will only be responsible for sending such notice to the first Named Insured who will notify its representative, and its representative will, in turn, send all applicable persons or organizations notice of cancellation, non-renewal, or material change at least 30 days prior to the applicable event date
- D. This endorsement does not apply in the event that the first Named Insured cancels the Policy.

All other terms and conditions of the Policy remain unchanged.

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured Republic Services, Inc.			Endorsement Number 191
Policy Symbol ISA	Policy Number H1137119A	Policy Period 06/30/2025 TO 06/30/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

Schedule**Organization**

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

Additional Insured Endorsement

DA9U74b

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured Republic Services, Inc.			Endorsement Number 238
Policy Symbol ISA	Policy Number H1137119A	Policy Period 06/30/2025 To 06/30/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured Republic Services, Inc.			Endorsement Number 28
Policy Symbol HDO	Policy Number G48981793	Policy Period 06/30/2025 to 06/30/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY COVERAGE

Schedule

Organization

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

Additional Insured Endorsement
CG2026; CG2010; CG2037

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4.a:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

NOTICE TO OTHERS ENDORSEMENT - NOTICE BY INSURED'S REPRESENTATIVE

Named Insured Republic Services, Inc.			Endorsement Number 77
Policy Symbol HDO	Policy Number G48981793	Policy Period 06/30/2025 TO 06/30/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. If we cancel, non-renew, or materially change the Policy prior to its expiration date by notice to the first Named Insured for any reason other than nonpayment of premium, we will, as set out in this endorsement, send written notice of such cancellation, non-renewal or material change, to the first Named Insured and will allow its representative to send such notice to all persons or organizations that the first Named Insured has contractually agreed to provide such notice.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification. The failure to provide advance notification of cancellation, non-renewal, or material change will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation, non-renewal or material change of the Policy.
- C. We will only be responsible for sending such notice to the first Named Insured who will notify its representative, and its representative will, in turn, send all applicable persons or organizations notice of cancellation, non-renewal, or material change at least 30 days prior to the applicable event date
- D. This endorsement does not apply in the event that the first Named Insured cancels the Policy.

All other terms and conditions of the Policy remain unchanged.

Policy Number: HDO G48981793

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract requiring CG2010 (04/13), provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

1. Required by the contract or agreement; or

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: HDO G48981793

17

Endorsement Number: 152

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract requiring CG2037 (0413), provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: HDO G48981793

32
Endorsement Number: 307

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s): Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Workers' Compensation and Employers' Liability Policy

Named Insured REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX AZ 85054	Endorsement Number
Policy Period 06-30-2025 TO 06-30-2026	Policy Number Symbol: WLR Number: C72793894
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	Effective Date of Endorsement 06-30-2025
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

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 any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent

RESOLUTION

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and BFI Waste Services, LLC, d.b.a. Republic Services of Mobile, to compactor garbage container rental and service, for three years, in an amount not to exceed \$300,000.00, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted: NOV 08 2022



City Clerk



City of Mobile

Project: Garbage Compactor Rental and Service

AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this 8 day of November, 2022 (the "Effective Date"), by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and BFI Waste Services, LLC, d.b.a. Republic Services of Mobile, (hereinafter "Contractor"), a for profit company organized under the laws of the State of Delaware

WHEREAS, the City desires to rent compactor containers to collect garbage from downtown Mobile businesses in the entertainment district and have the contents of these bins transported for disposal to the Waste Management Transfer Station, 4770 Hamilton Blvd, Theodore, AL 36582 ("Services"); and

WHEREAS, the City has requested that Contractor provide these Services as well as equipment maintenance, during the term of this Agreement, and Contractor has agreed to provide such.

WITNESSETH, that this Contractor and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. Scope of the Work; Term. The location, frequency and manner of the Services are as set out in **Exhibit A**, City of Mobile Bid 5731, Garbage Compactor Rental and Service, which is attached to this Agreement and incorporated by reference herein. The Senior Director, Public Services, or his designate, will be the City's point of contact for the Contractor's performance in accordance with the terms found in **Exhibit A**. The term of this Agreement shall begin on the Effective Date and shall continue for three years.

ARTICLE 2. Rates. City will pay Contractor the following rates, billed monthly for services provided the preceding month:

Monthly rental of each 34-yard compactor-container:	\$711.53
Rate per haul and transport of contents to transfer station:	\$269.89
Rate per hour for additional services:	\$110.00

The amount to be billed shall not exceed \$100,000 per year.

ARTICLE 3. Insurance: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, insurance as required in **Exhibit A**, the Bid

Specification. Evidence of such insurance shall be included as **Exhibit B** to this contract.

ARTICLE 4. Breach of Contract: In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within ten (10) days of written notice from the City of such breach, the City has the right to terminate the Agreement and pay only for Services successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation. In the event of any breach by the City of any of its obligations under the terms of this Agreement, if the City fails to cure such breach within ten (10) days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

ARTICLE 5. Indemnification: Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees (collectively, the "City Indemnitees"), whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) (collectively, "Claims") arising in any way out of the Contractor's negligence or willful misconduct in the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable, except to the extent that such Claims arise out of the City Indemnitees' negligence or willful misconduct. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 6. Entire Agreement: This Agreement, including the Exhibits hereto, is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 7. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

ARTICLE 8. Licenses, permits, etc.: Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. At a minimum, Contractor will maintain a City of Mobile Business License and a certificate of qualification to transact business in Alabama.

ARTICLE 9. No Agency Relationship Created: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 10. 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.

ARTICLE 11. Method of Payment: Contractor shall be paid in arrears for services rendered, within thirty (30) days of the City's receipt of Contractor's invoice. Contractor shall submit electronic copies of invoices as directed separately by the Executive Director, Public Works. The City will remit payment for such invoices upon satisfactory completion of service, as verified by the Superintendent of Public Works. Inquiries regarding payment may be made to the Executive Director, Public Works, or to the Accounting Department, City of Mobile, P.O. Box 1827, Mobile, AL 36633.

ARTICLE 12. Termination of Contract: Either party may terminate the Agreement if the other party defaults in the material performance of any of its obligations under this Agreement and does not cure such default within thirty (30) days' written notice from the other party. Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to Executive Director, Public Works, City of Mobile, P.O. Box 1827, Mobile, AL 36633. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of this Agreement.

ARTICLE 13. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 14. Notices. Notice for the City shall be mailed to:

Senior Director, Public Services
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Notices to Contractor shall be mailed to:
Republic Services of Mobile
3720 Varner Drive
Mobile, AL 36693

ARTICLE 15. Compliance with Alabama Immigration Law

By signing this Agreement, the contracting parties affirm, for the duration of this 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 this Agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 16. Boycotts

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

ARTICLE 17. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

CONTRACTOR, BFI Waste Services, LLC, d.b.a. Republic Services of Mobile

AS, Its General Manager (title)
On behalf of Contractor

10/24/22 Date

ACKNOWLEDGEMENT

The State of Alabama }
Mobile County }

I, Brandi G. Brooks, a Notary Public, in and for said County in said State, hereby certify that

Andrew Rodgers (signer name) as General Manager (title) of BFI Waste Services, LLC, d.b.a. Republic Services of Mobile, 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.

Given under my hand this the 24 day of October, 2022

Brandi G. Brooks, Notary Public
(Seal)

BRANDI G BROOKS
Notary Public
Alabama State at Large

CITY

W. H. Hays, Mayor

11-18-22 Date

My Commission Expires
June 23, 2025

ATTEST:

[Signature], City Clerk

11-18-2022 Date

HERE

SIGN

EXHIBIT A Bid Specification and Contractor Bid
EXHIBIT B Certificate of Insurance

CERTIFICATE OF SECRETARY

**RELATING TO THE BID OR PROPOSAL TO PROVIDE
GARBAGE COMPACTOR RENTAL AND SERVICE
FOR THE CITY OF MOBILE
IN THE STATE OF ALABAMA**

The undersigned, Secretary of **BFI WASTE SERVICES, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **ALLIED WASTE NORTH AMERICA, LLC**, a Delaware limited liability company, the sole member of the Company (the "Member") by written consent of the Member on August 23, 2021, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance; and in connection with environmental solutions transactions only, General Manager; Division President; or Division Vice President Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to any one of the foregoing positions, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; Market Vice President; Vice President, Environmental Services be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **ANDREW J. RODGERS** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 10th day of October, 2022.



Lauren McKeon, Secretary

Exhibit A

Bid Specification and Contractor Bid 5731

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only).
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND FOB 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 unopened.
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 or Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 6 <u>SPECIFICATIONS</u> The containers are to be 34 yard in capacity with 250SC or equivalent compactor and mounted cart-tipper. Vendor will service these dumpsters, to include delivery, setup, haul and empty when full to the transfer station at 4770 Hamilton Blvd, Theodore, AL, maintenance and repair, and removal at the end of the contract term. Additional specifications: -Containers will be approximately 34 cubic yard roll-off capacity: 3/8 inch push-plate on container door with 3rd hinge, 1/2inch wear strip on rails, ground roller stiffeners, 1/2 inch charge box floor and ram face, full weld interior of container (except roof), 1/4 inch container floor, stainless steel cylinder pins, hydraulic hose protection, cable deflector -250SC compactor or equivalent left hand dog-house with 208 V power unit and controls for ease of loading and operation by employees of local downtown businesses -Mounted power cart tipper and controls for easy dumping of carts with minimal spillage -Delivery and set up not later than January 30, 2023 -Equipment must be new or newly refurbished, including fresh or new attractive exterior paint -Keyed/card access control for user interface. -Odor and pest control system. -Full-container indicator or pressure gauge to indicate load fill -Vendor responsible for all maintenance, regular washing, repairs, and adjustments, to include 7x24 hour support service for repair, with technician response to the site within 3 hours of service call. Failure to provide a reliable product, absent evidence of vandalism, gross misuse, accident or disaster, may be grounds for early termination of contract. --Vendor to provide and maintain with City a current Vendor contact list for all service and support call					
	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.

Page _____ of _____

Page 771 of 943

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 6 Vendors shall be required to comply with all laws and permit requirements related to solid waste storage and transportation. Vendors shall provide with this bid the following: Registration Number with Secretary of State Office _____ City of Mobile Business License Number _____ E-Verify Enrollment Number _____ Insurance Carrier can provide Certificate of Insurance for City Requirements within ONE (1) day of notification: YES ____ NO ____ Do you have a place of business in the State of Alabama? YES ____ NO ____ Do you have a place of business within the City of Mobile or its police jurisdiction? YES ____ NO ____ Should the City consider your business to be: Woman Owned YES ____ NO ____ Minority Owned YES ____ NO ____ Veteran Owned YES ____ NO ____ Disadvantaged Owned YES ____ NO ____ A Small Business YES ____ NO ____ Vendors will be required to demonstrate and maintain insurance coverage in the following minimum amounts: Workers compensation- Statutory requirement Bodily Injury Liability \$250,000/person \$500,000/occurrence Property damage Liability \$100,000/occurrence Bodily Injury/Property Combined \$500,000/occurrence Automobile Bodily Injury \$250,000/person \$500,000/occurrence Automobile Property Damage \$100,000/occurrence Auto Bodily/Property Combined \$500,000/occurrence BID PRICING SHEET Please submit pricing for the following items, which shall be the only costs regularly billed to the City. Note, these total amounts may not reflect actual service volume required by the City, but are estimates for determining the lowest bid. Actual charges at the below rates will be calculated and invoiced as needed:					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 5 of 6 <u>Rental of compactor-containers (to include all fees)</u> \$ _____/mo per container x 2 containers x 36 mo = \$ _____ <u>Hauls to Hamilton Blvd Transfer Station</u> \$ _____/haul x 200 hauls (est for 3 years) \$ _____ <u>Setup charges</u> (if any, total for both) \$ _____ <u>Termination charges</u> (if any, total for both) \$ _____ <u>On-site service rates (in case of damage vandalism, etc.)</u> \$ _____/hour x 15 hours = \$ _____ Other annual charges (please specify) \$ _____ <u>Annual total bid amount (sum of all charges)</u> \$ _____ <u>BID SUBMISSION</u> <u>PLEASE SIGN THIS PAGE IN THE SPACE PROVIDED AT THE BOTTOM OF THE SHEET INDICATING YOUR COMMITMENT TO THESE BID PRICES.</u> <u>INCLUDE WITH BID:</u> --Your signed pricing (in case of math errors, unit price dictates bid) --Affirmations and Information above --A description of your capacity to provide service and experience --A description of the equipment you are intending to provide <u>Please be sure that all documents submitted reflect the same business name.</u> All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date-stamped prior to <u>2:00 P.M., Thursday, October 20, 2022.</u> A bid bond is not required. Any bids delivered after <u>2:00 P.M., Thursday, October 20, 2022</u> will be returned unopened.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 6 of 6 It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to the due date and time for the bid. Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away. Pricing for this bid to be good through the contract award period, and, if elected by both parties for renewal, throughout the renewal period not to exceed three years total from date of award. For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org. Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, cannot bid, hold City contract, or provide goods and services to the City of Mobile. Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: www.cityofmobile.org/bids . Look under Bid # 5731. It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications This is a sealed bid; your response must be in a sealed envelope that has the City of Mobile Bid # 5731 and your company name on the outside or the date and time of the bid opening. Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile. Unsigned bids will not be accepted. The City reserves the right to award some, all, or none of the bids received on this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for an additional 3-year period. If extended, the terms, conditions and pricing shall not change.					
			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.

EXHIBIT A TO REQUEST FOR BIDS – SAMPLE CITY AGREEMENT

Service Contracts over \$15,000, subject to Ala. §41-16-50 *et seq.* (1975)

City of Mobile

Project:

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, _____ (hereinafter "Provider"), a for profit company organized under the laws of the State of Alabama and qualified to do business in Alabama.

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. Scope of the Work. The service, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein.

ARTICLE 2. Insurance: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, *which such insurance shall name the City of Mobile as an additional insured*, and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

- a. General Liability insurance – public liability including premises, products and complete operations.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence.
Or, (in lieu of (1) and (2) above
 - (3) Bodily injury and property damage combined –
\$500,000 per occurrence
- b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.



Sustainability in Action

October 20, 2022

Purchasing Department
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, AL 36644

Re: **BID NO. 5731**

We are pleased to submit a proposal for the enclosed **BID NO. 5731**. BFI Waste Services, LLC dba Republic Services of Mobile, whose address is 3720 Varner Drive, Mobile, Alabama, is in good standing with the State of Alabama (Certificate Included). We have been providing Waste Services to the City of Mobile for over twenty-years and we look forward to our continued partnership.

Republic is one of the largest environmental services providers in the United States, as measured by revenue. As of December 31, 2021, we operated facilities in 41 states through 345 collection operations, 220 transfer stations, 186 active landfills, 76 recycling processing centers, 6 treatment recovery, and disposal facilities, 9 saltwater disposal wells, and 7 deep injection sites wells. We are engaged in 75 landfill gas to energy projects. We employ 35,000 full-time employees and service 2400 municipalities nationwide.

BFI Waste Services, LLC dba Republic Services of Mobile warrants that it has accepted the following responsibilities with the submittal of **BID NO. 5731**:

1. BFI Waste Services, LLC dba Republic Services of Mobile, examined the RFP package, including all enclosures and the proposed agreement, thoroughly.
2. Knows and is familiar with local conditions and geography that may affect the cost, permitting performance, or services described in the RFP, including all facilities associated with this work.
3. BFI Waste Services, LLC dba Republic Services of Mobile considered all federal, state, and local laws, statutes, ordinances, regulations, and other applicable laws that may affect costs, permitting, progress, performance, or services.
4. BFI Waste Services, LLC dba Republic Services of Mobile has not collaborated or discussed the proposal's content or service fees proposed with the other Proposers.
5. BFI Waste Services, LLC dba Republic Services of Mobile can comply with all bid specifications presented in RFP.
6. BFI Waste Services, LLC dba Republic Services of Mobile is committed to perform the services on a consistent and timely basis



Sustainability in Action

Description of the equipment Republic Services will provide:

1. Containers will be approximately 34 cubic yard roll-off capacity: 3/8-inch push-plate on container door with 3rd hinge, 1/2-inch wear strip on rails, ground roller stiffeners, 1/2-inch charge box floor and ram face, full weld interior of container (except roof), Y4 inch container floor, stainless steel cylinder pins, hydraulic hose protection, cable deflector
2. 250SC compactor or equivalent left-hand doghouse with 208 V power unit and controls for ease of loading and operation by employees of local downtown businesses
3. Mounted power cart tipper and controls for easy dumping of carts with minimal spillage
4. Equipment must be new or newly refurbished, including fresh or new attractive exterior paint
5. Keyed/card access control for user interface.
6. Odor and pest control system.
7. Full-container indicator or pressure gauge to indicate load fill

BID QUALIFICATIONS:

Insurance language on Contract Document under Article 2 Insurance.

BFI Waste Services, LLC dba Republic Services of Mobile has reviewed the insurance language and request the following:

ARTICLE 2. Insurance: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, *which such insurance shall name the City of Mobile as an additional insured*, via blanket-form endorsement, as applicable, and shall attach to this Agreement, as evidence thereof and as Exhibit B, a certificate of insurance(s) issued by insurer's licensed and qualified to do business in the State of Alabama or its authorized representative:

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall be supplemented via blanket-form endorsement that the general liability and auto liability insurance coverage will not be cancelled, material changed or non-renewed unless the City has been given written notice of such cancellation, material change or non-renewal delivered to the City not less than thirty (30) days before the effective date of such cancellation, material change or non-renewal.

C. Professional Liability

Professional Liability doesn't apply to the nature of work that we will be providing the city. BFI Waste Services, LLC dba Republic Services of Mobile-is a Refuse Company's and doesn't qualify for professional liability insurance.

Attorney Fees. Article 3. BFI Waste Services, LLC dba Republic Services of Mobile requests the following language "the prevailing party would recoup their reasonable attorney fees".

Indemnification. Article 4. BFI Waste Services, LLC dba Republic Services of Mobile would like to modify this section to reflect that only "third party" claims, "to the extent" caused by the "negligent" performance would be indemnified by Contractor.



Sustainability in Action

Additionally, BFI Waste Services, LLC dba Republic Services of Mobile would like to add language to indicate that the City will be responsible once the equipment is installed at their locations. BFI Waste Services, LLC dba Republic Services of Mobile would like to add:

City assumes all risks of loss, damage, destruction or interference with the use of, and accepts responsibility for, the Equipment and the supervision and operation of the Equipment, accessories and contents at all times during the term of this Agreement. City shall defend, indemnify and hold harmless Vendor and its officers, directors, employees, agents, affiliates, parent, subsidiaries, successors and assigns from and against any and all claims, counterclaims, suits, demands, actions, causes of action, damages, setoffs, liens, attachments, judgments, debts, expenses or other liabilities of whatsoever kind or nature to property, or injury to or death of any person or persons resulting from or arising in any manner out of (a) City's or its employees', agents' and representatives' or any other persons' negligence or willful misconduct, or its or their use, operation, or possession of the Equipment, accessories or contents provided under this Agreement.

Additional Provisions.

- A. **Delivery; Installation; Maintenance.** Republic will be responsible for delivery, installation and hookup of the Equipment, and shall maintain the Equipment in good operating condition and make repairs necessitated by normal wear and tear. Republic will not be responsible for installation of utility service necessary to operate the Equipment or any utility service charges attributable to the Equipment's operation. If electrical or any other installment requirements are not satisfied prior to delivery of the Equipment, Republic may charge Customer all costs incurred by Republic for its inability to complete the installation of the Equipment. Customer shall be responsible for (a) connecting the Equipment to the electrical service and any other utility services in conformance with all applicable building and zoning codes and regulations, (b) providing the necessary electrical power to operate the Equipment, and (c) all costs of electrical wiring, and/or other utility hook-up and inspection thereof necessary for use of the Equipment.

B. Customer's Obligations.

- a. Customer shall comply with all applicable laws relating to this Agreement.
- b. Customer acknowledges that it does not and shall not acquire any ownership, title or property rights or interest in the Equipment, except the right to use the Equipment in accordance with and subject to the terms and conditions in this Agreement.
- c. Customer shall operate the Equipment solely for its intended purpose and in strict conformance with this Agreement, the manufacturer's instructions, and Republic's instructions, and shall not allow the Equipment to be used by any person other than Customer or Customer's employees without Republic's written consent.
- d. Customer shall comply with all reporting and operating requirements related to the operation, maintenance and management of the Equipment as required by Republic or as otherwise mandated by applicable laws. Any location-related licenses and permits concerning the Equipment shall be obtained and maintained by Customer at Customer's sole cost and expense.
- e. Customer shall be liable for all loss or damage to the Equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the Equipment). Customer shall take all action necessary to ensure that the Equipment is not abused, misused, or otherwise harmed by Customer or its



Sustainability in Action

employees, agents and representatives or any other persons. Customer shall immediately notify Republic of any damage to the Equipment, or any injuries relating to the use or operation of the Equipment.

f. Customer shall not deposit, or allow the deposit of, into the Equipment any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material, as defined by Applicable Laws (collectively, "Excluded Waste").

C. Disclaimer of Warranties: Damages; Vendor makes no warranties, either expressed or implied, as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability or its fitness for any particular purpose, and vendor hereby expressly disclaims all warranties therefor. Vendor expressly disclaims, all incidental, consequential, punitive, or exemplary damages arising in connection with this agreement or the equipment, including, without limitations, lost sales and profits and other business interruption damages. Even if vendor has been advised of the possibility of such damages and without regard to the nature of the claim or the underlying theory or cause of action (whether in contract, tort, or otherwise). And customer hereby expressly waives and releases vendor from and against any such damages.

Please coordinate all correspondence concerning the RFP to Andrew Rodgers, General Manager, who is authorized to obligate BFI Waste Services, LLC (see attached Certificate of Secretary).

In Summary, BFI Waste Services, LLC dba Republic Services of Mobile takes pride in servicing the City of Mobile for over 20-years. We look forward to the opportunity to continue serving the City of Mobile. We appreciate the opportunity to submit a proposal for BID NO, 5731, and we will patiently wait for the outcome of this process.

Sincerely,

Andrew Rodgers
General Manager
BFI Waste Services, LLC dba Republic Services of Mobile
3720 Varner Drive
Mobile, AL 36693
251-544-5337
arodgers@republicservices.com



City of Mobile
BID # 5731

Regular Washing

Republic Services proposes to perform regular washing of each compactor unit once per month. Washing will include both inside and outside of unit with emphasis on rear door and door seal.

This washout service will incur a fee of \$100.00 one-time per month per compactor.

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This Is Not an Order

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

Typed by: en Buyer: DON ROSE

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

DATE 09/30/2022	BID NO. 5731	DEPARTMENT PARKS	Commodities to be delivered F.O.B. Mobile to: As Directed
---------------------------	------------------------	----------------------------	---

This bid must be received and stamped by the Purchasing office not later than: 2:00 PM, THURSDAY, OCTOBER 20, 2022

QUANTITY		ARTICLES	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents
		GARBAGE COMPACTOR RENTAL AND SERVICE					
		<u>GENERAL DESCRIPTION</u>					
		The City of Mobile is seeking bids for rental, maintenance, and servicing of two self-contained garbage compactor containers for the City's downtown business district for the collection of non-hazardous, non-infectious, solid waste.					
		The containers will replace containers currently located on City-provided gated and powered service locations on the corner of Washington Avenue and Conti Street, and on the east side of North Joachim Street, between Dauphin St and St. Francis Street. This bid is solicited as current container rental and service is at end of contract in January 2023. The City desires similar functionality to existing containers and service.					
		Interested bidders may inspect the current sites and equipment by email request to Purchasing@CityofMobile.org. All questions regarding this bid may be submitted to Purchasing@CityofMobile.org not later than five calendar days before bid due date.					
		No bid bond is required.					

State delivery time within 0 days of receipt of P.O.

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

Typed Signature, Andrew Rodgers, GM

By _____

- 1 All quotations must be signed with the firm name and by an authorized officer or employee
- 2 Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
- 3 If you do not bid, return this sheet and state reason. Otherwise your name may be removed from our mailing list.
- 4 The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
- 5 This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
- 6 State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
- 7 If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
- 8 Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
- 9 PRICES ARE TO BE FIRM AND FOR DELIVERY UNLESS OTHERWISE REQUESTED.
- 10 BID WILL BE AWARDED ON A LOW PRICE BASIS UNLESS OTHERWISE STATED.
- 11 Bids received after specified time will be returned unopened.
- 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) 208-7431 or cityofmobile.org/taxes.php
- 15 If a bid bond is required in the published specifications, see below:
Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid. Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
- 16 Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
- 17 All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an uninterpretable 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/Business/SOS-FAQs-for-Bids.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
- 19 Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

Page _____ of _____

By

BID CONTINUATION SHEET

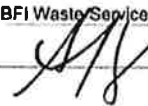
Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 6 -Haul service within 4 hours of dumpster-full notification -Haul service turnaround not to exceed three hours. The City will provide a prepared site with pad, ramp access, power, lighting, water, and drainage. The City will ensure the site is accessible for Vendor and meets City zoning and health department requirements. The compactor will be used and operated by employees of downtown businesses who will be trained in the operation of the compactor and lift units, and will have keyed access to the power units. The City will provide training and access card/key control. Service calls to the Vendor will be made by City employees. Vendor shall maintain a current list with the City of its on-call person for support/service. There is no guarantee on the volume of garbage that will be collected and the number of hauls that will be required. The Vendor will collect the tip ticket from the Mobile Transfer Station on Hamilton Blvd, and provide it to the Public Works Superintendent within 24 hours of tipping. The City of Mobile will pay the tipping fee to the transfer station. <u>BID SELECTION</u> The low bid will be determined as the annual sum total for the rental, service, and estimate transfer charges as detailed on the bid pricing sheet. Award will be made to the Vendor with the overall lowest bid total. State Bid Law local preference rules will apply. The City's desire is to enter into a three--year contract, with the option upon mutual consent of the City and Vendor, for renewal for an additional three-years period at the existing service prices. All bidders shall be required to demonstrate to the satisfaction of the City that they have adequate financial resources, experienced personnel, equipment, and expertise to perform the services required by these specifications. No contract will be awarded to any bidder who, as determined by the City, has an unsatisfactory performance record or inadequate experience, or who lacks the necessary capital, organization, personnel, and equipment to conduct and complete the services required. The decision of the City will be final. To that end, bidders shall demonstrate that they have at least 5 years of experience servicing commercial compactor dumpsters					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name BFI Waste Services, LLC dba Republic Services of Mobile

By 

We will allow a discount 0 % 20 days from date of receipt of goods
and correct invoice of completed order.

BID CONTINUATION SHEET

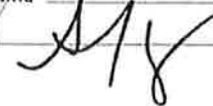
Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 6 Vendors shall be required to comply with all laws and permit requirements related to solid waste storage and transportation. Vendors shall provide with this bid the following: Registration Number with Secretary of State Office <u>000-602778</u> City of Mobile Business License Number <u>59556</u> E-Verify Enrollment Number <u>356205</u> Insurance Carrier can provide Certificate of Insurance for City Requirements within ONE (1) day of notification: YES <u>X</u> NO <u> </u> Do you have a place of business in the State of Alabama? YES <u>X</u> NO <u> </u> Do you have a place of business within the City of Mobile or its police jurisdiction? YES <u>X</u> NO <u> </u> Should the City consider your business to be: Woman Owned YES <u> </u> NO <u>X</u> Minority Owned YES <u> </u> NO <u>X</u> Veteran Owned YES <u> </u> NO <u>X</u> Disadvantaged Owned YES <u> </u> NO <u>X</u> A Small Business YES <u> </u> NO <u>X</u> Vendors will be required to demonstrate and maintain insurance coverage in the following minimum amounts: Workers compensation- Statutory requirement Bodily Injury Liability \$250,000/person \$500,000/occurrence Property damage Liability \$100,000/occurrence Bodily Injury/Property Combined \$500,000/occurrence Automobile Bodily Injury \$250,000/person \$500,000/occurrence Automobile Property Damage \$100,000/occurrence Auto Bodily/Property Combined \$500,000/occurrence BID PRICING SHEET Please submit pricing for the following items, which shall be the only costs regularly billed to the City. Note, these total amounts may not reflect actual service volume required by the City, but are estimates for determining the lowest bid. Actual charges at the below rates will be calculated and invoiced as needed:					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

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Firm Name BFI Waste Services, LLC dba Republic Services of Mobile

By 

We will allow a discount 0 % 20 days from date of receipt of goods
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BID CONTINUATION SHEET

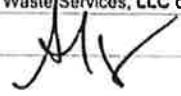
Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Page 5 of 6						
	<u>Rental of compactor-containers (to include all fees)</u>					
	\$ <u>711.53</u> /mo per container x 2 containers x 36 mo = \$ <u>51,230.16</u>					
	<u>Hauls to Hamilton Blvd Transfer Station</u>					
	\$ <u>269.89</u> /haul x 200 hauls (est for 3 years) \$ <u>53,978.00</u>					
	<u>Setup charges</u> (if any, total for both) \$ <u>0.00</u>					
	<u>Termination charges</u> (if any, total for both) \$ <u>0.00</u>					
	<u>On-site service rates (in case of damage vandalism, etc.)</u>					
	\$ <u>110.00</u> /hour x 15 hours = \$ <u>1,650.00</u>					
	Other annual charges (please specify) \$ <u>0.00</u>					
	<u>Annual total bid amount (sum of all charges)</u> \$ <u>106,858.16</u>					
<u>BID SUBMISSION</u>						
<u>PLEASE SIGN THIS PAGE IN THE SPACE PROVIDED AT THE BOTTOM OF THE SHEET INDICATING YOUR COMMITMENT TO THESE BID PRICES.</u>						
<u>INCLUDE WITH BID:</u>						
--Your signed pricing (in case of math errors, unit price dictates bid)						
--Affirmations and Information above						
--A description of your capacity to provide service and experience						
--A description of the equipment you are intending to provide						
<u>Please be sure that all documents submitted reflect the same business name.</u>						
All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date-stamped prior to <u>2:00 P.M., Thursday, October 20, 2022.</u>						
A bid bond is not required.						
Any bids delivered after <u>2:00 P.M., Thursday, October 20, 2022</u> will be returned unopened.						
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name BFI Waste Services, LLC dba Republic Services of Mobile

By 

We will allow a discount 0 % 20 days from date of receipt of goods
and correct invoice of completed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 6 of 6 It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to the due date and time for the bid. Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away. Pricing for this bid to be good through the contract award period, and, if elected by both parties for renewal, throughout the renewal period not to exceed three years total from date of award. For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org. Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, cannot bid, hold City contract, or provide goods and services to the City of Mobile. Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: www.cityofmobile.org/bids. Look under Bid # 5731. It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications This is a sealed bid; your response must be in a sealed envelope that has the <u>City of Mobile Bid # 5731</u> and your company name on the outside or the date and time of the bid opening. Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile. Unsigned bids will not be accepted. The City reserves the right to award some, all, or none of the bids received on this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for an additional 3-year period. If extended, the terms, conditions and pricing shall not change.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name BFI Waste Services, LLC dba Republic Services of Mobile

By 

We will allow a discount 0 % 20 days from date of receipt of goods
and correct invoice of completed order.

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

the entity records on file in this office disclose that BFI Waste Services, LLC a Delaware entity, qualified in the State of Alabama on October 25, 2000. The Alabama Entity Identification number for this entity is 000-602778. I further certify that the records do not disclose that said qualification has been revoked, cancelled or terminated.



20220907000010488

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.

09/07/2022

Date

A handwritten signature in black ink, reading "J. H. Merrill".

John H. Merrill

Secretary of State

CITY OF MOBILE BUSINESS LICENSE

Mobile, Alabama

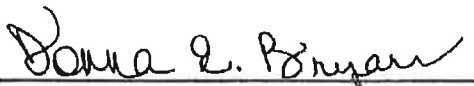
POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

BFI WASTE SERVICES LLC/ALLIED WASTE
3720 VARNER DRIVE A
MOBILE AL 36693

YEAR	LICENSE NO.
2022	59556
ISSUED	EXPIRES
5/5/2022	12/31/2022

562111 GARBAGE DISPOSAL SERVICE(S)
562113 GARBAGE DISPOSAL TRUCK-\$25 EA



Donna G. Bryars, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue



BFI WASTE SERVICES LLC/ALLIED WASTE
3720 VARNER DR
MOBILE AL 36693-5645



Company ID Number: 40635
Client Company ID Number: 356205

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A DESIGNATED AGENT

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), BFI Waste Services, LLC (Employer), and LawLogix Group, Inc. (Designated Agent) regarding the Employer's and Designated Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the Designated Agent. References to the Employer include the Designated Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the Designated Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.



Company ID Number: 40635
Client Company ID Number: 356205

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer BFI Waste Services, LLC

Alexander Lla
Name of Employer Representative
Alexander Lla
Signature

Director - Employment Practices
Title
9/21/10
Date

Designated Agent LawLogix Group, Inc.

Craig Duff

Name of Designated Agent

Electronically Signed
Signature

Title

09/01/2010
Date

Signature

Department of Homeland Security – Verification Division

Name of DHS Representative

Title

Signature

Signature

**Information Required
For the E-Verify Designated Agent Program**

Information relating to your Company:

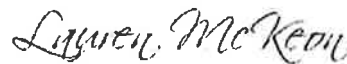
CERTIFICATE OF SECRETARY
RELATING TO THE BID OR PROPOSAL TO PROVIDE
GARBAGE COMPACTOR RENTAL AND SERVICE
FOR THE CITY OF MOBILE
IN THE STATE OF ALABAMA

The undersigned, Secretary of **BFI WASTE SERVICES, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **ALLIED WASTE NORTH AMERICA, LLC**, a Delaware limited liability company, the sole member of the Company (the "Member") by written consent of the Member on August 23, 2021, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance; and in connection with environmental solutions transactions only, General Manager; Division President; or Division Vice President Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to any one of the foregoing positions, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; Market Vice President; Vice President, Environmental Services be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **ANDREW J. RODGERS** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 10th day of October, 2022.



Lauren McKeon, Secretary

Corporate Data Sheet Report

As of October 10, 2022

BFI Waste Services, LLC

Formed In Delaware on 10/10/2000

Status:	Current	
Entity Type :	Limited Liability Company	
Federal ID #:	86-1006825	Internal #: 9B
Domicile:		

Primary Address

18500 North Allied Way
Phoenix, Arizona 85054

Officers

	<u>Title</u>
Gregg K. Brummer	President
James G. Amick, Jr.	Vice President
Julia Arambula	Vice President
Kevin Michael Cross	Vice President
Matthew R. Healy	Vice President
John B. Nickerson	Vice President
Larson Richardson	Vice President
Jennifer L. Thomson	Vice President
Gary S. Walker	Vice President
Adrienne W. Wilhoit	Vice President
Lawrence D. Focazio	Vice President, Tax
Lauren McKeon	Secretary
John B. Nickerson	Assistant Secretary
Jennifer L. Thomson	Assistant Secretary
Adrienne W. Wilhoit	Assistant Secretary
Calvin R. Boyd	Treasurer

Direct Owners

	<u>Registered in</u>	<u>%Ownership</u>
Allied Waste North America, LLC	Delaware	100.0000 %

Corporate Data Sheet Report

As of October 10, 2022

BFI Waste Services, LLC

Registrations

Alabama	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	602 - 778	N/A	10/25/2000	
Arkansas	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	100191431		10/25/2000	
Delaware	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Formation	3299575		10/10/2000	
District of Columbia	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	L08568		05/24/2001	
Florida	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	M00000002212		10/25/2000	
Georgia	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	0047419		10/28/2000	
Iowa	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	246162		10/24/2000	
Kentucky	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	0518286		05/22/2001	
Louisiana	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	35040583Q		02/15/2001	
Maryland	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	Z06308894		05/22/2001	
Mississippi	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	697824		02/08/2001	
Missouri	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	FL0044255		11/01/2000	
North Carolina	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	0568733		11/01/2000	
Oklahoma	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	3700666261		05/23/2001	
Pennsylvania	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	605390		05/12/2006	
South Carolina	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	none	N/A	11/02/2000	
Tennessee	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	0407373		05/01/2001	
Texas	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	801150303	18610068258	07/23/2009	
Virginia	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	T017950-9		10/26/2000	
West Virginia	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	40492		05/23/2001	

Exhibit B

Contractor Insurance



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 10

DATE (MM/DD/YYYY)
06/30/2022

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 CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	CONTACT NAME: PHONE (A/C No.Ext): E-MAIL ADDRESS: certificate@ccmsi.com INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: ACE American Insurance Co.</td><td>22667</td></tr><tr><td>INSURER B: Indemnity Insurance Co. of North America</td><td>43575</td></tr><tr><td>INSURER C: ACE Fire Underwriters Insurance Co.</td><td>20702</td></tr><tr><td>INSURER D: Illinois Union Insurance Company</td><td>27960</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER	NAIC #	INSURER A: ACE American Insurance Co.	22667	INSURER B: Indemnity Insurance Co. of North America	43575	INSURER C: ACE Fire Underwriters Insurance Co.	20702	INSURER D: Illinois Union Insurance Company	27960	INSURER E:		INSURER F:	
INSURER	NAIC #														
INSURER A: ACE American Insurance Co.	22667														
INSURER B: Indemnity Insurance Co. of North America	43575														
INSURER C: ACE Fire Underwriters Insurance Co.	20702														
INSURER D: Illinois Union Insurance Company	27960														
INSURER E:															
INSURER F:															
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054															

COVERAGES**CERTIFICATE NUMBER: 2131532****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:			HDO G47331067	06/30/2022	06/30/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 15,000,000 PRODUCTS -COMP/OP AGG \$ 15,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ☒ SCHEDULED ONLY AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ONLY ☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			ISA H1073261A	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B A C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WLR C50702145 - AOS WLR C5070192A - MA/OR SCF C50702182 - WI WCU C50702273 - OH XS TNS C68991171 - TX NS/XS	06/30/2022 06/30/2022 06/30/2022 06/30/2022 06/30/2022	06/30/2023 06/30/2023 06/30/2023 06/30/2023 06/30/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Division Number: 4986 - Named Insured Includes: BFI Waste Services, LLC - Dba: Allied Waste Services of Mobile

CERTIFICATE HOLDER**CANCELLATION**

CITY OF MOBILE

PO BOX 1827

MOBILE, AL 36633
United States

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

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 10

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

CERTIFICATE NUMBER: 2131532

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND and WA is covered under policy no. WLR C50702145 and stop gap coverage for OH is covered under policy no. WCU C50702273, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C68991171) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Re: Project Name: Dumpster Service, Various City of Mobile Locations - Project No.: SC-010-19

Additional Insured includes: City of Mobile, when required by written contract.

ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured Republic Services, Inc.			Endorsement Number 1
Policy Symbol ISA	Policy Number H1073261A	Policy Period 06/30/2022 TO 06/30/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under written contract or agreement, which include permits and licenses, provided such contract or agreement was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured Republic Services, Inc.			Endorsement Number 6
Policy Symbol ISA	Policy Number H1073261A	Policy Period 06/30/2022 TO 06/30/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

Schedule**Organization**

Any additional Insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

Additional Insured Endorsement

DA9U74c

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured Republic Services, Inc.			Endorsement Number 143
Policy Symbol ISA	Policy Number H1073261A	Policy Period 06/30/2022 TO 06/30/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

POLICY NUMBER: HDO G47331067

Endorsement Number: 12¹COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract requiring CG2010 (0704), provided such contract was executed prior to the date of loss	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: HDO G47331067

Endorsement Number: 17

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract requiring CG2037 (0704), provided such contract was executed prior to the date of loss.	All locations where you are performing work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

NOTICE TO OTHERS ENDORSEMENT - NOTICE BY INSURED'S REPRESENTATIVE

Named Insured Republic Services, Inc.			Endorsement Number 33
Policy Symbol HDO	Policy Number G47331067	Policy Period 06/30/2022 TO 06/30/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. If we cancel, non-renew, or materially change the Policy prior to its expiration date by notice to the first Named Insured for any reason other than nonpayment of premium, we will, as set out in this endorsement, send written notice of such cancellation, non-renewal or material change, to the first Named Insured and will allow its representative to send such notice to all persons or organizations that the first Named Insured has contractually agreed to provide such notice.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification. The failure to provide advance notification of cancellation, non-renewal, or material change will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation, non-renewal or material change of the Policy.
- C. We will only be responsible for sending such notice to the first Named Insured who will notify its representative, and its representative will, in turn, send all applicable persons or organizations notice of cancellation, non-renewal, or material change at least 30 days prior to the applicable event date.
- D. This endorsement does not apply in the event that the first Named Insured cancels the Policy.

All other terms and conditions of the Policy remain unchanged.

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured Republic Services, Inc.			Endorsement Number 28
Policy Symbol HDO	Policy Number G47331067	Policy Period 06/30/2022 to 06/30/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**COMMERCIAL GENERAL LIABILITY COVERAGE****Schedule****Organization**

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

Additional Insured Endorsement

Endorsement: CG2026;
CG2010; CG2037

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4.a:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

Workers' Compensation and Employers' Liability Policy

Named Insured REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX AZ 85054	Endorsement Number
Policy Period 06-30-2022 TO 06-30-2023	Policy Number Symbol: WLR Number: C50702145
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	Effective Date of Endorsement 06-30-2022
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

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 any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative

**Bid 5731 Garbage Compactor Rental and Service
Bid Tabulation**

	Waste Management	WM Extended rate	BCC Waste Solutions LLC	BCC Extended rate	Republic Services	Republic Extended Rate
Monthly Rental Rate (Extended rate is 2 containers X 36 months)	\$825.00	\$59,400.00	\$925.00	\$66,600.00	\$711.53	\$51,230.16
Haul Rate to Hamilton Blvd (Extended rate is 200 hauls)	\$640.00	\$128,000.00	\$400.00	\$80,000.00	\$269.89	\$53,978.00
Service Hourly Rate (as needed) (Extended rate is 15 hours)	\$100.00	\$1,500.00	\$125.00	\$1,875.00	\$110.00	\$1,650.00
Total Extended Rates		\$188,900.00		\$148,475.00		\$106,858.16



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 30, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Amount of Contract:

To approve proposed Bid award for running shoe fitting and product services for MFRD.

Funding Source

General fund.

ATTACHMENTS:

1. 20251218 Shoes Agenda Package Bids

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 30 December 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 running shoe services

PURPOSE & SCOPE OF PROJECT:

To approve proposed Bid award for running shoe fitting and product services for MFRD. Price good for one year, renewable without further approval by Council for up to two addl 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 6013

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

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 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>6013</u>	Running shoe fitting and products	1	\$150 per fitting	One year, renewable for two additional one-year periods	<u>(132076) McCoy Outdoor Co Inc;</u> <u>(296351) Gulf Coast Running & Walking Company LLC;</u> <u>(297559) Fleet Feet Mobile</u>

Adopted:

City Clerk

**BID TABULATION FOR BID #6013
FOR REQUEST FOR PARTICIPATION IN THE CITY OF MOBILE RUNNING
SHOE PURCHASE**

VENDOR	WISH TO PARTICIPATE
MC COY OUTDOOR COMPANY	YES
GULF COAST RUNNING & WALKING CO.	YES
ROCKWELL VENTURE LLC	YES

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

Page_____ of _____

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RUNNING SHOES FOR CITY OF MOBILE SPECIFICATIONS

Vendor must have at least one brick and mortar store inside the City Limits of Mobile, Alabama.

Vendor must stock at the store location multiple major brands of men's and women's athletic shoes to include quality running shoes that fall within the \$150 voucher amount (tax free).

Vendor must have a provision to allow members to pay the difference on shoes that exceed \$150 dollars in price.

Vendor must have staff available to help with shoe selection and proper fitting.

Vendor must have the ability to have shoes delivered to store within a reasonable amount of time if in-store shoe size or style is unavailable to member.

In addition to the city/department-provided QR tracking code, vendor must have a provision to accurately invoice the City for all redeemed shoe vouchers.

Vendor must have a physical store in The City Limits. Mail orders are not acceptable.



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: December 30, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to B & L Cable Construction LLC fiber optic cable for Sage Park.

Amount of Contract:

\$23,040.50

Funding Source

General fund.

ATTACHMENTS:

1. 20251212 BL Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 30 December 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 B & L Cable Construction LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to B & L Cable Construction LLC fiber optic cable for Sage
Park.

General fund,

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$23,040.50

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5966.

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

How many bidders submitted bids (if applicable): 2

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>4401</u>	2026	(5000) INFORMATION TECHNOLOGY	FIBER OPTIC CABLE FOR SAGE PARK (SEALED BID 5966)	\$23,040.50	<u>(284224) B & L</u> <u>CABLE</u> <u>CONSTRUCTION</u> <u>LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004401-00 FY 2026 Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Released	Page 1
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Vendor
 B & L CABLE CONSTRUCTION LLC
 11446 BROOKLYN RD

Ship To
 MIT
 651 CHURCH STREET

ANDALUSIA, AL 36421-6419

MOBILE, AL 36602
 KEARNEY@CITYOFMOBILE.GOV

Tel#334-427-0888
 Fax 334-427-8368

Delivery Reference
 CLARKE@CITYOFMOBILE.GOV

Deliver To
 MIT
 651 CHURCH STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/25	284224	11/24/25			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
001 FIBER OPTIC COMMUNITION NETWORK SERVICE AND MAINTENANCE - UNDERGROUND BORING. PER BID #5966 ITEM #3 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 18047 The Above Line Item Is For Department:	1.00 JOB	0.00000	0.00
1 1000.30.15.1500.1500.1500.0000.0000.47010.			.00

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 CLARKE@CITYOFMOBILE.GOV

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

002 BURRIED (TRENCHED OR DIRECTIONAL DRILLING) DUCT HDPE SDR13.5 - SINGLE CONDUIT,SDR13.5 1 1/4 INCH CONDUIT. FURNISH AND INSTALL.	1691.00 EACH	10.00000	16910.00
1 1000.30.15.1500.1500.1500.0000.0000.47010.			16910.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004401-00 FY 2026 Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Released	Page 2
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Vendor
 B & L CABLE CONSTRUCTION LLC
 11446 BROOKLYN RD

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 651 CHURCH STREET

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Tel#334-427-0888
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MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/25	284224	11/24/25			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 CLARKE@CITYOFMOBILE.GOV

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

003 BURRIED (TRENCHED OR DIRECTIONAL DRILLING) DUCT HDPE SDRII - DUAL CONDUITS, SDRII 1 1/4 INCH CONDUIT. FURNISH AND INSTALL.	95.00 EACH	12.50000	1187.50
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1 1000.30.15.1500.1500.1500.0000.0000.47010.	1187.50
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 CLARKE@CITYOFMOBILE.GOV

Deliver To
 MIT
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004401-00 FY 2026 Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Released	Page 3
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Vendor
 B & L CABLE CONSTRUCTION LLC
 11446 BROOKLYN RD

Ship To
 MIT
 651 CHURCH STREET

ANDALUSIA, AL 36421-6419

MOBILE, AL 36602
 KEARNEY@CITYOFMOBILE.GOV

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 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/25	284224	11/24/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
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004	36" L X 24" X 30" D OPEN BOTTOM CONCRETE PULL BOX. INSTALL ONLY.	6.00 EACH	315.00000	1890.00
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1	1000.30.15.1500.1500.1500.0000.0000.47010.			1890.00
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 CLARKE@CITYOFMOBILE.GOV

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

005	MARKER POST FOR HANDHOLESAND FIBER OPTIC CONDUIT LINES. INSTALL ONLY.	6.00 EACH	30.00000	180.00
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1	1000.30.15.1500.1500.1500.0000.0000.47010.			180.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004401-00 FY 2026 Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Released	Page 4
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Vendor
 B & L CABLE CONSTRUCTION LLC
 11446 BROOKLYN RD

Ship To
 MIT
 651 CHURCH STREET

ANDALUSIA, AL 36421-6419

MOBILE, AL 36602
 KEARNEY@CITYOFMOBILE.GOV

Tel#334-427-0888
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MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/25	284224	11/24/25			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 CLARKE@CITYOFMOBILE.GOV

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

006 PULL IN ONE (1) FIBER OPTIC CABLE AND ONE (1) CONDUCTOR, #12 STRANDED OR SOLID (TONE WIRE) IN CONDUIT SYSTEM. INSTALL ONLY.	2300.00 EACH	1.15000	2645.00
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1 1000.30.15.1500.1500.1500.0000.0000.47010.	2645.00
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 CLARKE@CITYOFMOBILE.GOV

Deliver To
 MIT
 651 CHURCH STREET

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004401-00 FY 2026 Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Released	Page 5
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Vendor B & L CABLE CONSTRUCTION LLC 11446 BROOKLYN RD ANDALUSIA, AL 36421-6419 Tel#334-427-0888 Fax 334-427-8368	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 KEARNEY@CITYOFMOBILE.GOV Delivery Reference CLARKE@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/25	284224	11/24/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
007	3" OF CLEAN PEA GRAVEL FOR 36"l X 24" OPEN BOTTOM HANDHOLE BOX, FURNISH AND INSTALL.	6.00 EACH	38.00000	228.00
1	1000.30.15.1500.1500.1500.0000.0000.47010.			228.00

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 CLARKE@CITYOFMOBILE.GOV

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

Requisition Link

Requisition Total 23040.50

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

Account	Amount	Remaining Budget
1000.30.15.1500.1500.1500.0000.0000.47010.	23040.50	2039040.37
PUBLIC SAFTEY ADMIN EXP	EQUIPMENT (GREATER \$5000)	

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004401-00 FY 2026 Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Released
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Page 6

Vendor B & L CABLE CONSTRUCTION LLC 11446 BROOKLYN RD ANDALUSIA, AL 36421-6419 Tel#334-427-0888 Fax 334-427-8368	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 KEARNEY@CITYOFMOBILE.GOV Delivery Reference CLARKE@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/25	284224	11/24/25			INFORMATION TECHNOLOGY

LN	Description / Account	Activity Date	Clerk	Qty Comment	Unit Price	Net Price
	Cancelled	12/11/25	ANNE FOLEY	GL Allocation, GL Allocation,		
	Approved	11/17/25	GREG HOLLIDAY	Auto approved by: 91057606		
	Approved	11/17/25	SCOTT KEARNEY			
	Approved	11/17/25	UDARA JAYASENA	Auto approved by: 91057606		
	Approved	11/17/25	ROBERT LASKY			
	Approved	11/17/25	CURTIS GRAVES	Auto approved by: 910519642		
	Approved	12/11/25	GREG HOLLIDAY	Auto approved by: 91057606		
	Approved	12/11/25	SCOTT KEARNEY			
	Approved	12/11/25	UDARA JAYASENA	Auto approved by: 91057606		
	Approved	12/12/25	ROBERT LASKY			
	Approved	12/12/25	CURTIS GRAVES	Auto approved by: 910519642		
	Queued	12/12/25	DONALD ROSE	Auto approved by: 910519642		
	Queued	12/12/25	SANDRA LEWIS	Auto approved by: 910519642		
	Queued	12/12/25	STEVEN KRONINGER	Auto approved by: 910519642		
	Queued	12/12/25	SAMANTHA COOLEY	Auto approved by: 910519642		
	Queued	12/12/25	JAMES NEESE	Auto approved by: 910519642		
	Queued	12/12/25	PATRICIA KENNEDY-JONES	Auto approved by: 910519642		
	Queued	12/12/25	REBECCA CRUMPLER	Auto approved by: 910519642		
	Queued	12/12/25	ANNE FOLEY	Auto approved by: 910519642		
	Queued	12/12/25	JOHN PAINE	Auto approved by: 910519642		

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5966
FOR FIBER OPTIC COMMUNICATION
NETWORK SERVICE AND MAINTENANCE

	ITEM	ADVANCED COMMUNICATIONS	B & L CABLE
#1	ITEM #18045 Aerial Cabling	N/B	\$3,892.07
#2	ITEM #18046 Fiber Optic & Splice	\$1,519.00	\$1,140.00
#3	ITEM #18047 Boring	\$5,219.19	\$3,372.63

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: 003

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
07/02/2025	5966	MIT	To Be Specified

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

12:01 PM, Friday, July 18, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	FIBER OPTIC COMMUNICATION NETWORK SERVICE AND MAINTENANCE The City of Mobile is requesting bids to establish pricing for work to be performed requiring Aerial Cabling, Fiber Optic Work, and/or Underground Boring. This work will be part of the installation and maintenance of the City's fiber optic communication network and miscellaneous projects through the City. The City will award to the 3 lowest bidders of each Item (or type). The City will use primarily the low bidder. However, if the vendor cannot meet our immediate need, we will go to the next lowest bidder. If that vendor cannot meet our need, we will go to the 3rd lowest bidder. Also note that the ease of working with the awarded vendor may be a factor in awarding certain jobs. The skill level and equipment required to perform certain jobs may also be a factor at times in the award of certain jobs. TECHNICAL SPECIFICATIONS Qualifications of the Contractor: — Have at least ten (10) years of experience as a contractor in the field of Communication Maintenance work. — The field supervisor shall have working knowledge of fiber optic cabling, termination, and boring standards. — Bidders must meet the general standards of safety set forth in OSHA safety standards for general industry and construction. — Contractor must have evidence of general contractor liability, auto liability, and worker's compensation insurance. — Must have uniformed staff and identifiable equipment.					
Page 1 of 5			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 5 SCOPE OF WORK Contractor agrees to be bound to all applicable provisions of state and City laws concerning the installation and repair of communication cables, conduits, and aerial material, as well as policy decisions of the City of Mobile. Contractor also agrees to hold the City of Mobile harmless for all liability that may be incurred under this contract and shall sign an agreement to this effect, should it be required by the City. ITEM #1: AERIAL CABLING NARRATIVE The City of Mobile operates both multi-mode and single-mode fiber optic systems throughout the city that requires both maintenance and new installation periodically throughout the year. Fiber optic aerial cable installation and maintenance should adhere to best practices and procedures outlined by fiber optic manufacturer Corning and explained in their literature "Lashed Aerial Installation of Fiber Optic Cable" and by the Fiber Optic Association Inc. –(see www.foa.org). All aerial fiber optic fusion splicing, termination, and testing should adhere to best practices outlined in the NECA/FOA 301 – Standard for "Installing and Testing Fiber Optics ". When applicable the contractor shall adhere to Alabama 811 (call before you dig) specifications and the City of Mobile Right of Way permitting and installation requirements. The City of Mobile/MIT Department will outline the work to be performed and provide written or oral communication for the proposed work. The contractor will need to provide a written estimate to the City of Mobile for the proposed work and once approved by the City of Mobile/ MIT Department a purchase order request will be made for the amount on contractors estimate and the contractual bid submitted. All material required to perform work the contractor is task to perform, whether furnished by contractor or the City of Mobile, shall be UL certified and approved by the City of Mobile/MIT Department before work is to begin. The contractor must have a minimum of 10 years of experience in the field of fiber optic aerial cabling, fusion splicing, termination, testing, and trouble shooting. ITEM #2: FIBER OPTIC NARRATIVE The City of Mobile operates both multi-mode and single-mode fiber optic systems throughout the city that requires both maintenance and new installation needs periodically throughout the year. Fiber optic termination and splicing on these systems will need to be performed utilizing fusion splicing techniques and testing to ensure reliability. The termination and testing process should adhere to best practices outlined in the NECA/FOA 301 – Standard for "Installing and Testing Fiber Optics".					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 5 The City of Mobile/MIT Department will outline the work to be performed and provide written or oral communication for the proposed work. The contractor will need to provide a written estimate to the City of Mobile for the proposed work and once approved by the City of Mobile/MIT Department a purchase order request will be made for the amount on contractors estimate and the contractual bid submitted. All material required to perform work the contractor is task to perform, whether furnished by contractor or the City of Mobile, shall be UL certified and approved by the City of Mobile/MIT Department before work is to begin. The contractor must have a minimum of 10 years of experience in the field of fiber optic fusion splicing, termination, testing, and trouble shooting. ITEM #3: UNDERGROUND BORING NARRATIVE The City of Mobile operates both multi-mode and single-mode fiber optic systems throughout the city that requires both maintenance and new installation needs periodically throughout the year. Underground directional boring/drilling, hand hole, and conduit installs should adhere to best practices and procedures outlined in ASTM Designation F 1962-99 – Standards guide for use of maxi- horizontal directional drilling for placement of polyethylene pipe or conduit under obstacles including river crossings as well as TR-46 – Guidelines for use of mini-horizontal directional drilling for placement of high density polyethylene pipe. All directional boring/drilling installs shall be marked with location and depth markings at least every 10 feet. The contractor shall adhere to Alabama 811 (call before you dig) specifications and the City of Mobile Right of Way permitting and installation requirements. The City of Mobile/MIT Department will outline the work to be performed and provide written or oral communication for the proposed work. The contractor will need to provide a written estimate to the City of Mobile for the proposed work and once approved by the City of Mobile/MIT Department a purchase order request will be made for the amount on contractors estimate and the contractual bid submitted. All material required to perform work the contractor is task to perform, whether furnished by contractor or the City of Mobile, shall be UL certified and approved by the City of Mobile/MIT Department before work is to begin. The contractor must have a minimum of 10 years of experience in the field underground directional boring/drilling, conduit, and hand hole installation. BIDS ARE TO BE FILLED OUT ON THE ATTACHED EXCEL SPREADSHEETS.					
			TOTAL			

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Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods
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BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 5 This bid establishes a fixed price for each component of the item. You must bid on each line of the item. Use the attached quote sheets for your pricing and the quantity of one (1) for each component. Failure to quote on a component will disqualify you for that ITEM. You can bid n/c (no charge) for any component. This will establish the price at \$0.00. Total the Unit Price for each ITEM and list your total on this page. (The quote sheets attached will be used for each job.) ITEM 1 Aerial Cabeling Total: _____ ITEM 2 Fiber Optic & Splice Total: _____ ITEM 3 Boring Total: _____ A Purchase Order will be issued for each job. The Purchase Order number must appear on all invoices. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 5 of 5 of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. Prices are to be held firm for a one (1) year period. Prices may be extended for up to two (2) additional one (1) year periods with the approval of both the successful vendor and the City of Mobile. Provider shall acquire and maintain, in full force and effect, liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this Agreement, as proof thereof, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama: SEE ATTACHED. If you have any questions, please contact the Purchasing Department prior to 12:00 noon on Tuesday, July 15, 2025, at 251-208-7434 or purchasing@cityofmobile.org. THIS BID WILL BE AWARDED ON AN ITEM BASIS					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Construction Quote

ITEM 1: AERIAL CABLING NARRATIVE

JOB Name:		Unit Price	Quantity	Extended Price
1	Emergency Nighttime/Holiday Call Out To include same day emergency aerial cable needs ("Call Out" Must Be Approved by City of Mobile MIT Department).	Hour		\$ -
2	Fiber Optic Diagnostic Testing to include OTDR, Red Light and Light Meter to determine Fiber Link ualit or fault.	Hour		\$ -
3	Fiber Optic Aerial Storage slack shoes (in pairs only). Install Only	Each		\$ -
4	Move Stored Aerial fiber optic cable. Install Only	Each		\$ -
5	Aerial Fiber Optic cable preparation (any count fiber). Install Only	Each		\$ -
6	Aerial Fiber Optic Splice Case preparation (to include expansion kits . Install Only	Each		\$ -
7	Aerial Fiber Optic Existing Splice Case Opening and re-entry.	Each		\$ -
8	Aerial Fiber Optic Fusion Splicing both Multimode and Singlemode with a dB loss of .16 and lower documented, to include splicing sleeve. Install Only	Each		\$ -
9	Hang and Secure Fiber Optic Splice Case for Aerial Application. Install Only	Each		\$ -
10	Aerial Fiber Optic Cable Install and Lashing , One (1) cable to include lashing material only. Furnish and Install	LF		\$ -
11	Aerial Fiber Optic Cable Install and Lashing , One to Two (1 - 2) additional cables to include lashing materials only. Furnish and Install	LF		\$ -
12	Aerial Fiber Optic Cable Install and Over-Lashing One (1) cable to include lashing material only. Furnish and Install	LF		\$ -
13	Aerial Fiber Optic Cable Install and Over-Lashing, One to Two (1 - 2) additional cables to include lashing material only. Furnish and Install	LF		\$ -
14	Wood Pole Class I II 35 ft. Penta. Furnish and Install	Each		\$ -
15	Wood Pole Class II I 40 ft. Penta. Furnish and Install	Each		\$ -
16	Span Wire for Aerial Fiber, 1/4 inch messenger, 7 strand. Furnish and Install	LF		\$ -
17	Pole Line Hardware for 1/4 inch messenger, 7 strand span wire per attachment point. Furnish and Install	Each		\$ -
18	Aerial Cable Pole Transfer (1 to 4 cables). Per attachment point	Each		\$ -
19	Cable U Guard, Metal, Flanged, 10 ft. section for 1 1/4 inch or 2 inch conduits. Furnish and Install	Each		\$ -
20	Miscellaneous Aerial repair or install to include Bucket Truck and Labor Only	hour		\$ -
21	Overhead fiber optic cable and strand wire removal and disposal 100 foot minimum .	LF		\$ -
22	Overhead copper communication cable and strand wire removal (cable is retained by the City of Mobile) (100 foot minimum).	LF		\$ -
23	Combined overhead copper communication cable, fiber optic and strand wire removal (cable is retained by the City of Mobile) (100 foot minimum).	LF		\$ -
24	Removal of pole line hardware after the removal of cable and strand wire. Per pole.	Each		\$ -
25	Cable identification marker wrap installation Per pole. Install Only	Each		\$ -

BID NUMBER

Quote Total

\$ -

Contact Info:

Contact Number

Date Available

Construction Quote

ITEM 2: FIBER OPTIC & SPLICE NARRATIVE

JOB Name:		Unit Price	Quantity	Extended Price
1	Emergency Nighttime/Holiday Call Out To include same day emergency fiber optic needs ("Call Out" Must Be Approved by City of Mobile MIT Department)	HOURL		\$ -
2	Fiber Optic Diagnostic Testing to include OTDR, Red Light and Light Meter to determine quality of fiber optic link or fault.	HOURL		\$ -
3	Fiber Optic Enclosure Housing preparation and installation (both wall and rack). Install Only	EACH		\$ -
4	Fiber Optic Enclosure Housing Simplex Patchcord/Pigtail preparation for fusion splicing to include both Multimode and Singlemode. Install Only	EACH		\$ -
5	Fiber Optic cable preparation (any count fiber) . Install Only	EACH		\$ -
6	Fiber Optic Splice Case preparation (to include expansion kits). Install Only	EACH		\$ -
7	Fiber Optic Existing Splice Case Opening and re-entry	EACH		\$ -
8	Fiber Optic Fusion Splicing both Multimode and Singlemode with a dB loss of .18 and lower documented, to include splicing sleeve. Install Only	HOURL		\$ -
9	Miscellaneous Fiber Optic repair or install. Labor Only	HOURL		\$ -
10				\$ -
11				\$ -
12				\$ -
13				\$ -
14				\$ -

BID NUMBER

Quote Total

\$ -

Contact Info:

Contact Number

Date Available

Construction Quote

ITEM 3: UNDERGROUND BORING NARRATIVE

JOB Name:		Unit Price	Quantity	Extended Price
1	Buried (Trenched or Directional Drilling) duct HDPE SDR11 or SDR13.5 - single 1 1/4 inch conduit. Install only	LF		\$ -
2	Buried (Trenched or Directional Drilling) duct HDPE SDR13.5 single conduit, SDR13.5 1 1/4 inch conduit. Furnish and Install	LF		\$ -
3	Buried (Trenched or Directional Drilling) duct HDPE SDR11 - single conduit, SDR11 1 1/4 inch conduit. Furnish and Install	LF		\$ -
4	Buried (Trenched or Directional Drilling) duct HDPE SDR11 - dual conduits, SDR11 1 1/4 inch conduit (1 1/4 inch x 2). Furnish and Install	LF		\$ -
5	Buried (Trenched or Directional Drilling) duct HDPE SDR9 - single conduit, SDR9 1 1/4 inch conduit. Furnish and Install	LF		\$ -
6	Buried (Trenched or Directional Drilling) duct HDPE SDR9 - single conduit, SDR9 2 inch conduit. Furnish and Install	LF		\$ -
7	Buried (Trenched or Directional Drilling) duct HDPE SDR11 - single conduit, SDR11 2 inch conduit. Furnish and Install	LF		\$ -
8	Buried (Trenched or Directional Drilling) duct HDPE SDR11 - dual conduits, SDR11 2 inch conduit (2 inch x 2). Furnish and Install	LF		\$ -
9	Buried (Trenched or Directional Drilling) duct HDPE SDR9 - dual conduits, SDR9 2 inch conduit (2 inch x 2). Furnish and Install	LF		\$ -
10	36" L x 24" w x 24" D open bottom concrete pull box. Install Only	EA		\$ -
11	36" L x 24" w x 30" D open bottom concrete pull box. Install Only	EA		\$ -
12	36" L x 24" W x 36" D open bottom concrete pull box. Install Only	EA		\$ -
13	Pull string for installed conduits, all sizes, 200 lbs. Tensile Strength "Jet line". Furnish and Install	LF		\$ -
14	Marker Post for Handholes and Fiber Optic conduit lines. Install Only	EA		\$ -
15	Trench in 1 1/4 inch Schedule 40 PVC conduit. Furnish and Install	LF		\$ -
16	Trench in 2 inch Schedule 40 PVC conduit. Furnish and Install	LF		\$ -
17	Conductor, #12 Stranded or Solid (Tone Wire) . Install only	LF		\$ -
18	Pull in One (1) Fiber Optic Cable and One (1) Conductor, #12 Stranded or Solid (Tone Wire) in conduit system. Install Only	LF		\$ -
19	Pull in Two to Three (2 - 3) additional Fiber Optic Cables in conduit s stem. Install Only	LF		\$ -
20	Pull in One (1) Fiber Optic Cable in City of Mobile buildings to designated locations as specified. Install Only	LF		\$ -
21	Pull in One to Two (1 - 2) Additional Fiber Optic Cables in City of Mobile buildings to designated locations as specified. Install Only	LF		\$ -
22	Conduit PVC Schedule 40 , 2 inch , to include strapping for above ground building penetration. Furnish and Install			\$ -
23	PVC Schedule 40, 2 inch, LB Fitting, for above ground building penetration. Furnish and Install	EA		\$ -
24	Wall Coring, 2 inch to 3 inch diameter for conduit entry, wall thickness 1 inch to 6 inch	EA		\$ -
25	Wall Coring, 2 inch to 3 inch diameter for conduit entry, wall thickness 7 inch to 12 inch	EA		\$ -
26	Wall Coring, 2 inch to 3 inch diameter for conduit entry, wall thickness exceeding 12 inches, per inch	EA		\$ -
27	Concrete Removal and Replacement for sidewalks and driveways, 4 inch thickness. Furnish and Install	EA		\$ -
28	Concrete Removal and Replacement for sidewalks and driveways, 6 inch thickness. Furnish and Install	SQ FT		\$ -
29	Concrete Removal and Replacement for sidewalks and driveways, 8 inch thickness. Furnish and Install	SQ FT		\$ -
	3" of clean pea gravel for 36"L x 24" open bottom handhole box. Furnish and Install	Ea		\$ -
30	Proof, Clean Existing Customer Conduit for additional fiber optic cable installation.	EA		\$ -
31	Miscellaneous Underground systems repair or install. Labor Only	EA		\$ -
32	Right of Way Performance Bond minimum \$10,000	EA		\$ -
33	Right of Way Performance Bond minimum \$15,000	EA		\$ -
34	Right of Way Performance Bond minimum \$20,000	EA		\$ -
35	Right of Way Performance Bond minimum \$ 25,000 2.5 percent	EA		\$ -

BID NUMBER _____

Quote Total

\$

Contact Info: _____

Contact Number _____

Date Available _____

INSURANCE REQUIREMENTS

For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, *which such insurance shall name the City of Mobile as an additional insured*, and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

- a. General Liability insurance – public liability including premises, products and complete operations.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence.
Or, (in lieu of (1) and (2) above
 - (3) Bodily injury and property damage combined –
\$500,000 per occurrence

- b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence.
 - (3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined –
\$500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, \$1,000,000.00 per event.



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 30, 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 B & L Cable Construction LLC for fiber optic cable for Rickarby Park.

Amount of Contract:

\$26,401.00

Funding Source

General fund

ATTACHMENTS:

1. 20251216 BL Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 30 December 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 B & L Cable Construction LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to B & L Cable Construction LLC for fiber optic cable for
Rickarby Park.
General fund,

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$26,401.00

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 5966.

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

How many bidders submitted bids (if applicable): 2

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>4862</u>	2026	(5000) INFORMATION TECHNOLOGY	FIBER OPTIC CABLE FOR RICKARBY PARK (SEALED BID 5966)	\$26,401.00	<u>(284224) B & L</u> <u>CABLE</u> <u>CONSTRUCTION</u> <u>LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004862-00 FY 2026 Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor B & L CABLE CONSTRUCTION LLC 11446 BROOKLYN RD ANDALUSIA, AL 36421-6419 Tel#334-427-0888 Fax 334-427-8368	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 KEARNEY@CITYOFMOBILE.GOV Delivery Reference CLARKE@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/01/25	284224	12/08/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
001	PER BID #5966 AND YOUR QUOTE. FIBER OPTIC COMMUNITION NETWORK SERVICE AND MAINTENANCE - UNDERGROUND BORING. PER BID #5966 ITEM #3 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 18047 The Above Line Item Is For Department:	1.00 JOB	0.00000	0.00
1	1000.30.15.1500.1500.1500.0000.0000.47010.			.00
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CLARKE@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602				
002	Buried (Trenched or Directional Drilling) duct HDPE SDR13.5 single conduit, SDR13.5 1 1/4 inch	1685.00 LINEARFOOT	10.00000	16850.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004862-00 FY 2026 Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor
 B & L CABLE CONSTRUCTION LLC
 11446 BROOKLYN RD

Ship To
 MIT
 651 CHURCH STREET

ANDALUSIA, AL 36421-6419

MOBILE, AL 36602
 KEARNEY@CITYOFMOBILE.GOV

Tel#334-427-0888
 Fax 334-427-8368

Delivery Reference
 CLARKE@CITYOFMOBILE.GOV

Deliver To
 MIT
 651 CHURCH STREET

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/01/25	284224	12/08/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	conduit. Furnish and install			
1	1000.30.15.1500.1500.1500.0000.0000.47010.			16850.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CLARKE@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	BURIED (TRENCHED OR DIRECTIONAL DRILLING) DUCT HDPE SDRII- DUAL CONDUITS, SDRII 1 1/4 INCH CONDUIT (1 1/4 INCH X2). FURNISH AND INSTALL	566.00 LINEARFOOT	12.50000	7075.00
1	1000.30.15.1500.1500.1500.0000.0000.47010.			7075.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004862-00 FY 2026 Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor B & L CABLE CONSTRUCTION LLC 11446 BROOKLYN RD ANDALUSIA, AL 36421-6419 Tel#334-427-0888 Fax 334-427-8368	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 KEARNEY@CITYOFMOBILE.GOV Delivery Reference CLARKE@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/01/25	284224	12/08/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
004	36" L X 24" W X 24" D OPEN BOTTOM CONCRETE PULL BOX. INSTALL ONLY Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CLARKE@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602	7.00 EACH	290.00000	2030.00
1	1000.30.15.1500.1500.1500.0000.0000.47010.			2030.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CLARKE@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004862-00 FY 2026 Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved	Page 4
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Vendor
 B & L CABLE CONSTRUCTION LLC
 11446 BROOKLYN RD

Ship To
 MIT
 651 CHURCH STREET

ANDALUSIA, AL 36421-6419

MOBILE, AL 36602
 KEARNEY@CITYOFMOBILE.GOV

Tel#334-427-0888
 Fax 334-427-8368

Delivery Reference
 CLARKE@CITYOFMOBILE.GOV

Deliver To
 MIT
 651 CHURCH STREET

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/01/25	284224	12/08/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
005	MARKER POST FOR HANDHOLES AND FIBER OPTIC CONDUIT LINES. INSTALL ONLY Additional Description Notes -----	6.00 EACH	30.00000	180.00

MARKER POST FOR HANDHOLES AND FIBER OPTIC CONDUIT LINES. INSTALL ONLY

1 1000.30.15.1500.1500.1500.0000.0000.47010. 180.00

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 CLARKE@CITYOFMOBILE.GOV

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

006	GRAVEL PEA	7.00 EACH	38.00000	266.00
	Additional Description Notes -----			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004862-00 FY 2026 Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fo1a Status: Approved	Page 5
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Vendor B & L CABLE CONSTRUCTION LLC 11446 BROOKLYN RD ANDALUSIA, AL 36421-6419 Tel#334-427-0888 Fax 334-427-8368	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 KEARNEY@CITYOFMOBILE.GOV Delivery Reference CLARKE@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/01/25	284224	12/08/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	3" OF CLEAN PEA GRAVEL FOR 36"l X 24" OPEN BOTTOM HANDHOLE BOX. FURNISH AND INSTALL			
	Vendor Item			
	Inventory Item/Loc 10969			
	The Above Line Item Is For Department:		PUB SAF AD	
1	1000.30.15.1500.1500.1500.0000.0000.47010.			266.00

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 CLARKE@CITYOFMOBILE.GOV

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

Requisition Link

Requisition Total 26401.00

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

Account	Amount	Remaining Budget
1000.30.15.1500.1500.1500.0000.0000.47010.	26401.00	2038552.34
PUBLIC SAFTEY ADMIN EXP	EQUIPMENT (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
----------	------	-------	---------

=====	=====
Bill To	Requisition 00004862-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1500.1500.1500.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 6
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Vendor
B & L CABLE CONSTRUCTION LLC
11446 BROOKLYN RD

Ship To
MIT
651 CHURCH STREET

ANDALUSIA, AL 36421-6419

MOBILE, AL 36602
KEARNEY@CITYOFMOBILE.GOV

Tel#334-427-0888
Fax 334-427-8368

Delivery Reference
CLARKE@CITYOFMOBILE.GOV

Deliver To
MIT
651 CHURCH STREET

MOBILE, AL 36602

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
12/01/25	284224	12/08/25			INFORMATION TECHNOLOGY
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
Approved	12/01/25 GREG HOLLIDAY	Auto	approved by: 91057606	
Approved	12/01/25 SCOTT KEARNEY			
Approved	12/01/25 UDARA JAYASENA	Auto	approved by: 91057606	
Approved	12/02/25 ROBERT LASKY			
Approved	12/02/25 CURTIS GRAVES	Auto	approved by: 910519642	
Approved	12/15/25 DONALD ROSE	Auto	approved by: 910520704	
Approved	12/15/25 SANDRA LEWIS	Auto	approved by: 910520704	
Approved	12/15/25 STEVEN KRONINGER	Auto	approved by: 910520704	
Approved	12/15/25 SAMANTHA COOLEY			
Approved	12/15/25 JAMES NEESE	Auto	approved by: 910520704	
Approved	12/15/25 ANNE FOLEY	Auto	approved by: 910520704	
Approved	12/15/25 JOHN PAINE	Auto	approved by: 910520704	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5966
FOR FIBER OPTIC COMMUNICATION
NETWORK SERVICE AND MAINTENANCE

	ITEM	ADVANCED COMMUNICATIONS	B & L CABLE
#1	ITEM #18045 Aerial Cabling	N/B	\$3,892.07
#2	ITEM #18046 Fiber Optic & Splice	\$1,519.00	\$1,140.00
#3	ITEM #18047 Boring	\$5,219.19	\$3,372.63

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: 003

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
07/02/2025	5966	MIT	To Be Specified

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

12:01 PM, Friday, July 18, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	FIBER OPTIC COMMUNICATION NETWORK SERVICE AND MAINTENANCE The City of Mobile is requesting bids to establish pricing for work to be performed requiring Aerial Cabling, Fiber Optic Work, and/or Underground Boring. This work will be part of the installation and maintenance of the City's fiber optic communication network and miscellaneous projects through the City. The City will award to the 3 lowest bidders of each Item (or type). The City will use primarily the low bidder. However, if the vendor cannot meet our immediate need, we will go to the next lowest bidder. If that vendor cannot meet our need, we will go to the 3rd lowest bidder. Also note that the ease of working with the awarded vendor may be a factor in awarding certain jobs. The skill level and equipment required to perform certain jobs may also be a factor at times in the award of certain jobs. TECHNICAL SPECIFICATIONS Qualifications of the Contractor: — Have at least ten (10) years of experience as a contractor in the field of Communication Maintenance work. — The field supervisor shall have working knowledge of fiber optic cabling, termination, and boring standards. — Bidders must meet the general standards of safety set forth in OSHA safety standards for general industry and construction. — Contractor must have evidence of general contractor liability, auto liability, and worker's compensation insurance. — Must have uniformed staff and identifiable equipment.					
	Page 1 of 5		TOTAL			

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

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 5 SCOPE OF WORK Contractor agrees to be bound to all applicable provisions of state and City laws concerning the installation and repair of communication cables, conduits, and aerial material, as well as policy decisions of the City of Mobile. Contractor also agrees to hold the City of Mobile harmless for all liability that may be incurred under this contract and shall sign an agreement to this effect, should it be required by the City. ITEM #1: AERIAL CABLING NARRATIVE The City of Mobile operates both multi-mode and single-mode fiber optic systems throughout the city that requires both maintenance and new installation periodically throughout the year. Fiber optic aerial cable installation and maintenance should adhere to best practices and procedures outlined by fiber optic manufacturer Corning and explained in their literature "Lashed Aerial Installation of Fiber Optic Cable" and by the Fiber Optic Association Inc. –(see www.foa.org). All aerial fiber optic fusion splicing, termination, and testing should adhere to best practices outlined in the NECA/FOA 301 – Standard for "Installing and Testing Fiber Optics ". When applicable the contractor shall adhere to Alabama 811 (call before you dig) specifications and the City of Mobile Right of Way permitting and installation requirements. The City of Mobile/MIT Department will outline the work to be performed and provide written or oral communication for the proposed work. The contractor will need to provide a written estimate to the City of Mobile for the proposed work and once approved by the City of Mobile/ MIT Department a purchase order request will be made for the amount on contractors estimate and the contractual bid submitted. All material required to perform work the contractor is task to perform, whether furnished by contractor or the City of Mobile, shall be UL certified and approved by the City of Mobile/MIT Department before work is to begin. The contractor must have a minimum of 10 years of experience in the field of fiber optic aerial cabling, fusion splicing, termination, testing, and trouble shooting. ITEM #2: FIBER OPTIC NARRATIVE The City of Mobile operates both multi-mode and single-mode fiber optic systems throughout the city that requires both maintenance and new installation needs periodically throughout the year. Fiber optic termination and splicing on these systems will need to be performed utilizing fusion splicing techniques and testing to ensure reliability. The termination and testing process should adhere to best practices outlined in the NECA/FOA 301 – Standard for "Installing and Testing Fiber Optics".					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 5 The City of Mobile/MIT Department will outline the work to be performed and provide written or oral communication for the proposed work. The contractor will need to provide a written estimate to the City of Mobile for the proposed work and once approved by the City of Mobile/MIT Department a purchase order request will be made for the amount on contractors estimate and the contractual bid submitted. All material required to perform work the contractor is task to perform, whether furnished by contractor or the City of Mobile, shall be UL certified and approved by the City of Mobile/MIT Department before work is to begin. The contractor must have a minimum of 10 years of experience in the field of fiber optic fusion splicing, termination, testing, and trouble shooting. ITEM #3: UNDERGROUND BORING NARRATIVE The City of Mobile operates both multi-mode and single-mode fiber optic systems throughout the city that requires both maintenance and new installation needs periodically throughout the year. Underground directional boring/drilling, hand hole, and conduit installs should adhere to best practices and procedures outlined in ASTM Designation F 1962-99 – Standards guide for use of maxi- horizontal directional drilling for placement of polyethylene pipe or conduit under obstacles including river crossings as well as TR-46 – Guidelines for use of mini-horizontal directional drilling for placement of high density polyethylene pipe. All directional boring/drilling installs shall be marked with location and depth markings at least every 10 feet. The contractor shall adhere to Alabama 811 (call before you dig) specifications and the City of Mobile Right of Way permitting and installation requirements. The City of Mobile/MIT Department will outline the work to be performed and provide written or oral communication for the proposed work. The contractor will need to provide a written estimate to the City of Mobile for the proposed work and once approved by the City of Mobile/MIT Department a purchase order request will be made for the amount on contractors estimate and the contractual bid submitted. All material required to perform work the contractor is task to perform, whether furnished by contractor or the City of Mobile, shall be UL certified and approved by the City of Mobile/MIT Department before work is to begin. The contractor must have a minimum of 10 years of experience in the field underground directional boring/drilling, conduit, and hand hole installation. BIDS ARE TO BE FILLED OUT ON THE ATTACHED EXCEL SPREADSHEETS.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Page _____ of _____

Page 855 of 943

Page _____ of _____

Page 856 of 943

Construction Quote

ITEM 1: AERIAL CABLING NARRATIVE

JOB Name:		Unit Price	Quantity	Extended Price
1	Emergency Nighttime/Holiday Call Out To include same day emergency aerial cable needs ("Call Out" Must Be Approved by City of Mobile MIT Department).	Hour		\$ -
2	Fiber Optic Diagnostic Testing to include OTDR, Red Light and Light Meter to determine Fiber Link ualit or fault.	Hour		\$ -
3	Fiber Optic Aerial Storage slack shoes (in pairs only). Install Only	Each		\$ -
4	Move Stored Aerial fiber optic cable. Install Only	Each		\$ -
5	Aerial Fiber Optic cable preparation (any count fiber). Install Only	Each		\$ -
6	Aerial Fiber Optic Splice Case preparation (to include expansion kits . Install Only	Each		\$ -
7	Aerial Fiber Optic Existing Splice Case Opening and re-entry.	Each		\$ -
8	Aerial Fiber Optic Fusion Splicing both Multimode and Singlemode with a dB loss of .16 and lower documented, to include splicing sleeve. Install Only	Each		\$ -
9	Hang and Secure Fiber Optic Splice Case for Aerial Application. Install Only	Each		\$ -
10	Aerial Fiber Optic Cable Install and Lashing , One (1) cable to include lashing material only. Furnish and Install	LF		\$ -
11	Aerial Fiber Optic Cable Install and Lashing , One to Two (1 - 2) additional cables to include lashing materials only. Furnish and Install	LF		\$ -
12	Aerial Fiber Optic Cable Install and Over-Lashing One (1) cable to include lashing material only. Furnish and Install	LF		\$ -
13	Aerial Fiber Optic Cable Install and Over-Lashing, One to Two (1 - 2) additional cables to include lashing material only. Furnish and Install	LF		\$ -
14	Wood Pole Class I II 35 ft. Penta. Furnish and Install	Each		\$ -
15	Wood Pole Class II I 40 ft. Penta. Furnish and Install	Each		\$ -
16	Span Wire for Aerial Fiber, 1/4 inch messenger, 7 strand. Furnish and Install	LF		\$ -
17	Pole Line Hardware for 1/4 inch messenger, 7 strand span wire per attachment point. Furnish and Install	Each		\$ -
18	Aerial Cable Pole Transfer (1 to 4 cables). Per attachment point	Each		\$ -
19	Cable U Guard, Metal, Flanged, 10 ft. section for 1 1/4 inch or 2 inch conduits. Furnish and Install	Each		\$ -
20	Miscellaneous Aerial repair or install to include Bucket Truck and Labor Only	hour		\$ -
21	Overhead fiber optic cable and strand wire removal and disposal 100 foot minimum .	LF		\$ -
22	Overhead copper communication cable and strand wire removal (cable is retained by the City of Mobile) (100 foot minimum).	LF		\$ -
23	Combined overhead copper communication cable, fiber optic and strand wire removal (cable is retained by the City of Mobile) (100 foot minimum).	LF		\$ -
24	Removal of pole line hardware after the removal of cable and strand wire. Per pole.	Each		\$ -
25	Cable identification marker wrap installation Per pole. Install Only	Each		\$ -

BID NUMBER

Quote Total

\$ -

Contact Info:

Contact Number

Date Available

Construction Quote

ITEM 2: FIBER OPTIC & SPLICE NARRATIVE

JOB Name:		Unit Price	Quantity	Extended Price
1	Emergency Nighttime/Holiday Call Out To include same day emergency fiber optic needs ("Call Out" Must Be Approved by City of Mobile MIT Department)	HOURL		\$ -
2	Fiber Optic Diagnostic Testing to include OTDR, Red Light and Light Meter to determine quality of fiber optic link or fault.	HOURL		\$ -
3	Fiber Optic Enclosure Housing preparation and installation (both wall and rack). Install Only	EACH		\$ -
4	Fiber Optic Enclosure Housing Simplex Patchcord/Pigtail preparation for fusion splicing to include both Multimode and Singlemode. Install Only	EACH		\$ -
5	Fiber Optic cable preparation (any count fiber) . Install Only	EACH		\$ -
6	Fiber Optic Splice Case preparation (to include expansion kits). Install Only	EACH		\$ -
7	Fiber Optic Existing Splice Case Opening and re-entry	EACH		\$ -
8	Fiber Optic Fusion Splicing both Multimode and Singlemode with a dB loss of .18 and lower documented, to include splicing sleeve. Install Only	HOURL		\$ -
9	Miscellaneous Fiber Optic repair or install. Labor Only	HOURL		\$ -
10				\$ -
11				\$ -
12				\$ -
13				\$ -
14				\$ -

BID NUMBER

Quote Total

\$ -

Contact Info:

Contact Number

Date Available

Construction Quote
ITEM 3: UNDERGROUND BORING NARRATIVE

JOB Name:		Unit Price	Quantity	Extended Price
1	Buried (Trenched or Directional Drilling) duct HDPE SDR11 or SDR13.5 - single 1 1/4 inch conduit. Install only	LF		\$ -
2	Buried (Trenched or Directional Drilling) duct HDPE SDR13.5 single conduit, SDR13.5 1 1/4 inch conduit. Furnish and Install	LF		\$ -
3	Buried (Trenched or Directional Drilling) duct HDPE SDR11 - single conduit, SDR11 1 1/4 inch conduit. Furnish and Install	LF		\$ -
4	Buried (Trenched or Directional Drilling) duct HDPE SDR11 - dual conduits, SDR11 1 1/4 inch conduit (1 1/4 inch x 2). Furnish and Install	LF		\$ -
5	Buried (Trenched or Directional Drilling) duct HDPE SDR9 - single conduit, SDR9 1 1/4 inch conduit. Furnish and Install	LF		\$ -
6	Buried (Trenched or Directional Drilling) duct HDPE SDR9 - single conduit, SDR9 2 inch conduit. Furnish and Install	LF		\$ -
7	Buried (Trenched or Directional Drilling) duct HDPE SDR11 - single conduit, SDR11 2 inch conduit. Furnish and Install	LF		\$ -
8	Buried (Trenched or Directional Drilling) duct HDPE SDR11 - dual conduits, SDR11 2 inch conduit (2 inch x 2). Furnish and Install	LF		\$ -
9	Buried (Trenched or Directional Drilling) duct HDPE SDR9 - dual conduits, SDR9 2 inch conduit (2 inch x 2). Furnish and Install	LF		\$ -
10	36" L x 24" w x 24" D open bottom concrete pull box. Install Only	EA		\$ -
11	36" L x 24" w x 30" D open bottom concrete pull box. Install Only	EA		\$ -
12	36" L x 24" W x 36" D open bottom concrete pull box. Install Only	EA		\$ -
13	Pull string for installed conduits, all sizes, 200 lbs. Tensile Strength "Jet line". Furnish and Install	LF		\$ -
14	Marker Post for Handholes and Fiber Optic conduit lines. Install Only	EA		\$ -
15	Trench in 1 1/4 inch Schedule 40 PVC conduit. Furnish and Install	LF		\$ -
16	Trench in 2 inch Schedule 40 PVC conduit. Furnish and Install	LF		\$ -
17	Conductor, #12 Stranded or Solid (Tone Wire) . Install only	LF		\$ -
18	Pull in One (1) Fiber Optic Cable and One (1) Conductor, #12 Stranded or Solid (Tone Wire) in conduit system. Install Only	LF		\$ -
19	Pull in Two to Three (2 - 3) additional Fiber Optic Cables in conduit s stem. Install Only	LF		\$ -
20	Pull in One (1) Fiber Optic Cable in City of Mobile buildings to designated locations as specified. Install Only	LF		\$ -
21	Pull in One to Two (1 - 2) Additional Fiber Optic Cables in City of Mobile buildings to designated locations as specified. Install Only	LF		\$ -
22	Conduit PVC Schedule 40 , 2 inch , to include strapping for above ground building penetration. Furnish and Install			\$ -
23	PVC Schedule 40, 2 inch, LB Fitting, for above ground building penetration. Furnish and Install	EA		\$ -
24	Wall Coring, 2 inch to 3 inch diameter for conduit entry, wall thickness 1 inch to 6 inch	EA		\$ -
25	Wall Coring, 2 inch to 3 inch diameter for conduit entry, wall thickness 7 inch to 12 inch	EA		\$ -
26	Wall Coring, 2 inch to 3 inch diameter for conduit entry, wall thickness exceeding 12 inches, per inch	EA		\$ -
27	Concrete Removal and Replacement for sidewalks and driveways, 4 inch thickness. Furnish and Install	EA		\$ -
28	Concrete Removal and Replacement for sidewalks and driveways, 6 inch thickness. Furnish and Install	SQ FT		\$ -
29	Concrete Removal and Replacement for sidewalks and driveways, 8 inch thickness. Furnish and Install	SQ FT		\$ -
	3" of clean pea gravel for 36"L x 24" open bottom handhole box. Furnish and Install	Ea		\$ -
30	Proof, Clean Existing Customer Conduit for additional fiber optic cable installation.	EA		\$ -
31	Miscellaneous Underground systems repair or install. Labor Only	EA		\$ -
32	Right of Way Performance Bond minimum \$10,000	EA		\$ -
33	Right of Way Performance Bond minimum \$15,000	EA		\$ -
34	Right of Way Performance Bond minimum \$20,000	EA		\$ -
35	Right of Way Performance Bond minimum \$ 25,000 2.5 percent	EA		\$ -

BID NUMBER _____

Quote Total

\$

Contact Info: _____

Contact Number _____

Date Available _____

INSURANCE REQUIREMENTS

For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, *which such insurance shall name the City of Mobile as an additional insured*, and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

- a. General Liability insurance – public liability including premises, products and complete operations.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence.
Or, (in lieu of (1) and (2) above
 - (3) Bodily injury and property damage combined –
\$500,000 per occurrence

- b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence.
 - (3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined –
\$500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, \$1,000,000.00 per event.



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 30, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to B & L Cable Construction LLC for fiber optic cable for Hope Park.

Amount of Contract:

\$16,095.50

Funding Source

General fund.

ATTACHMENTS:

1. 20251216 BL2 Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 30 December 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 B & L Cable Construction LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to B & L Cable Construction LLC for fiber optic cable for Hope Park.
General fund,

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$16,095.50

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: Sealed bid 5966.

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

How many bidders submitted bids (if applicable): 2

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>4858</u>	2026	(5000) INFORMATION TECHNOLOGY	FIBER OPTIC CABLE FOR HOPE PARK (SEALED BID 5966)	\$16,095.50	<u>(284224) B & L</u> <u>CABLE</u> <u>CONSTRUCTION</u> <u>LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004858-00 FY 2026 Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor B & L CABLE CONSTRUCTION LLC 11446 BROOKLYN RD ANDALUSIA, AL 36421-6419 Tel#334-427-0888 Fax 334-427-8368	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 KEARNEY@CITYOFMOBILE.GOV Delivery Reference CLARKE@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/01/25	284224	12/08/25			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

001	PER BID #5966 AND YOUR QUOTE. FIBER OPTIC COMMUNITION NETWORK SERVICE AND MAINTENANCE - UNDERGROUND BORING. PER BID #5966 ITEM #3 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 18047 The Above Line Item Is For Department:	1.00 JOB	0.00000	0.00
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1	1000.30.15.1500.1500.1500.0000.0000.47010.			.00
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 CLARKE@CITYOFMOBILE.GOV

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

002	BURIED (TRENCHED OR DIRECTIONAL DRILLING) DUCT HDPE SDR12.5 SINGLE CONDUIT, SDR13.5 1 1/4 INCH	423.00 LINEARFOOT	10.00000	4230.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004858-00 FY 2026 Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor B & L CABLE CONSTRUCTION LLC 11446 BROOKLYN RD ANDALUSIA, AL 36421-6419 Tel#334-427-0888 Fax 334-427-8368	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 KEARNEY@CITYOFMOBILE.GOV Delivery Reference CLARKE@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/01/25	284224	12/08/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	CONDUIT. FURNSISH AND INSTALL			
1	1000.30.15.1500.1500.1500.0000.0000.47010.			4230.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CLARKE@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	BURIED (TRENCHED OR DIRECTONAL DRILLING) DUCT HDPE SDRII- DUAL CONDUITS, SDRII 1 1/4 INCH CONDUIT (1 1/4 INCH X 2) FURNISH AND INSTALL	775.00 LINEARFOOT	12.50000	9687.50
1	1000.10.23.5000.5000.5000.0000.0000.47010.			9687.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004858-00 FY 2026 Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor
 B & L CABLE CONSTRUCTION LLC
 11446 BROOKLYN RD

Ship To
 MIT
 651 CHURCH STREET

ANDALUSIA, AL 36421-6419

MOBILE, AL 36602
 KEARNEY@CITYOFMOBILE.GOV

Tel#334-427-0888
 Fax 334-427-8368

Delivery Reference
 CLARKE@CITYOFMOBILE.GOV

Deliver To
 MIT
 651 CHURCH STREET

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/01/25	284224	12/08/25			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 CLARKE@CITYOFMOBILE.GOV

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

004 36" L X 24" W X 24" D OPEN BOTTOM CONCRETE PULL BOX. INSTALL ONLY	6.00 EACH	290.00000	1740.00
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1 1000.30.15.1500.1500.1500.0000.0000.47010.			1740.00
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 CLARKE@CITYOFMOBILE.GOV

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004858-00 FY 2026 Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved	Page 4
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Vendor
 B & L CABLE CONSTRUCTION LLC
 11446 BROOKLYN RD

Ship To
 MIT
 651 CHURCH STREET

ANDALUSIA, AL 36421-6419

MOBILE, AL 36602
 KEARNEY@CITYOFMOBILE.GOV

Tel#334-427-0888
 Fax 334-427-8368

Delivery Reference
 CLARKE@CITYOFMOBILE.GOV

Deliver To
 MIT
 651 CHURCH STREET

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/01/25	284224	12/08/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
005	MARKER POST FOR HANDHOLES AND FIBER OPTIC CONDUIT LINES. INSTALL ONLY	7.00 EACH	30.00000	210.00

1 1000.30.15.1500.1500.1500.0000.0000.47010. 210.00

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 CLARKE@CITYOFMOBILE.GOV

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

006	GRAVEL PEA	6.00 EACH	38.00000	228.00
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Additional Description Notes

3" OF CLEAN PEA GRAVEL FOR 36" 1 X 24" OPEN BOTTOM HANDHOLE BOX. FURNISH AND INSTALL

Vendor Item

Inventory Item/Loc 10969

The Above Line Item Is For Department: PUB SAF AD

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004858-00 FY 2026 Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fo1a Status: Approved	Page 5
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Vendor
 B & L CABLE CONSTRUCTION LLC
 11446 BROOKLYN RD

Ship To
 MIT
 651 CHURCH STREET

ANDALUSIA, AL 36421-6419

MOBILE, AL 36602
 KEARNEY@CITYOFMOBILE.GOV

Tel#334-427-0888
 Fax 334-427-8368

Delivery Reference
 CLARKE@CITYOFMOBILE.GOV

Deliver To
 MIT
 651 CHURCH STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/01/25	284224	12/08/25			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
1 1000.30.15.1500.1500.1500.0000.0000.47010.			228.00

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 CLARKE@CITYOFMOBILE.GOV

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

Requisition Link

Requisition Total 16095.50

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

Account	Amount	Remaining Budget
1000.30.15.1500.1500.1500.0000.0000.47010.	6408.00	2033882.75
PUBLIC SAFTEY ADMIN EXP EQUIPMENT (GREATER \$5000)		
1000.10.23.5000.5000.5000.0000.0000.47010.	9687.50	3950578.13
INFORMATION TECHNOLOGY EXP EQUIPMENT (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Approved	12/01/25	GREG HOLLIDAY	Auto approved by: 91057606
Approved	12/01/25	SCOTT KEARNEY	

BID TABULATION FOR BID #5966
FOR FIBER OPTIC COMMUNICATION
NETWORK SERVICE AND MAINTENANCE

	ITEM	ADVANCED COMMUNICATIONS	B & L CABLE
#1	ITEM #18045 Aerial Cabling	N/B	\$3,892.07
#2	ITEM #18046 Fiber Optic & Splice	\$1,519.00	\$1,140.00
#3	ITEM #18047 Boring	\$5,219.19	\$3,372.63

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: 003

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
07/02/2025	5966	MIT	To Be Specified

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

12:01 PM, Friday, July 18, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	FIBER OPTIC COMMUNICATION NETWORK SERVICE AND MAINTENANCE The City of Mobile is requesting bids to establish pricing for work to be performed requiring Aerial Cabling, Fiber Optic Work, and/or Underground Boring. This work will be part of the installation and maintenance of the City’s fiber optic communication network and miscellaneous projects throught the City. The City will award to the 3 lowest bidders of each Item (or type). The City will use primarily the low bidder. However, if the vendor cannot meet our immediate need, we will go to the next lowest bidder. If that vendor cannot meet our need, we will go to the 3rd lowest bidder. Also note that the ease of working with the awarded vendor may be a factor in awarding certain jobs. The skill level and equipment required to perform certain jobs may also be a factor at times in the award of certain jobs. TECHNICAL SPECIFICATIONS Qualifications of the Contractor: — Have at least ten (10) years of experience as a contractor in the field of Communication Maintenance work. — The field supervisor shall have working knowledge of fiber optic cabling, termination, and boring standards. — Bidders must meet the general standards of safety set forth in OHSA safety standards for general industry and construction. — Contractor must have evidence of general contractor liability, auto liability, and worker’s compensation insurance. — Must have uniformed staff and identifiable equipment.					
Page 1 of 5			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

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

Page _____ of _____

Page 875 of 943

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 5 The City of Mobile/MIT Department will outline the work to be performed and provide written or oral communication for the proposed work. The contractor will need to provide a written estimate to the City of Mobile for the proposed work and once approved by the City of Mobile/MIT Department a purchase order request will be made for the amount on contractors estimate and the contractual bid submitted. All material required to perform work the contractor is task to perform, whether furnished by contractor or the City of Mobile, shall be UL certified and approved by the City of Mobile/MIT Department before work is to begin. The contractor must have a minimum of 10 years of experience in the field of fiber optic fusion splicing, termination, testing, and trouble shooting. ITEM #3: UNDERGROUND BORING NARRATIVE The City of Mobile operates both multi-mode and single-mode fiber optic systems throughout the city that requires both maintenance and new installation needs periodically throughout the year. Underground directional boring/drilling, hand hole, and conduit installs should adhere to best practices and procedures outlined in ASTM Designation F 1962-99 – Standards guide for use of maxi- horizontal directional drilling for placement of polyethylene pipe or conduit under obstacles including river crossings as well as TR-46 – Guidelines for use of mini-horizontal directional drilling for placement of high density polyethylene pipe. All directional boring/drilling installs shall be marked with location and depth markings at least every 10 feet. The contractor shall adhere to Alabama 811 (call before you dig) specifications and the City of Mobile Right of Way permitting and installation requirements. The City of Mobile/MIT Department will outline the work to be performed and provide written or oral communication for the proposed work. The contractor will need to provide a written estimate to the City of Mobile for the proposed work and once approved by the City of Mobile/MIT Department a purchase order request will be made for the amount on contractors estimate and the contractual bid submitted. All material required to perform work the contractor is task to perform, whether furnished by contractor or the City of Mobile, shall be UL certified and approved by the City of Mobile/MIT Department before work is to begin. The contractor must have a minimum of 10 years of experience in the field underground directional boring/drilling, conduit, and hand hole installation. BIDS ARE TO BE FILLED OUT ON THE ATTACHED EXCEL SPREADSHEETS.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Page 4 of 5 This bid establishes a fixed price for each component of the item. You must bid on each line of the item. Use the attached quote sheets for your pricing and the quantity of one (1) for each component. Failure to quote on a component will disqualify you for that ITEM. You can bid n/c (no charge) for any component. This will establish the price at \$0.00. Total the Unit Price for each ITEM and list your total on this page. (The quote sheets attached will be used for each job.) ITEM 1 Aerial Cabeling Total: _____ ITEM 2 Fiber Optic & Splice Total: _____ ITEM 3 Boring Total: _____ A Purchase Order will be issued for each job. The Purchase Order number must appear on all invoices. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate						
			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.

Construction Quote

ITEM 1: AERIAL CABLING NARRATIVE

JOB Name:		Unit Price	Quantity	Extended Price
1	Emergency Nighttime/Holiday Call Out To include same day emergency aerial cable needs ("Call Out" Must Be Approved by City of Mobile MIT Department).	Hour		\$ -
2	Fiber Optic Diagnostic Testing to include OTDR, Red Light and Light Meter to determine Fiber Link ualit or fault.	Hour		\$ -
3	Fiber Optic Aerial Storage slack shoes (in pairs only). Install Only	Each		\$ -
4	Move Stored Aerial fiber optic cable. Install Only	Each		\$ -
5	Aerial Fiber Optic cable preparation (any count fiber). Install Only	Each		\$ -
6	Aerial Fiber Optic Splice Case preparation (to include expansion kits . Install Only	Each		\$ -
7	Aerial Fiber Optic Existing Splice Case Opening and re-entry.	Each		\$ -
8	Aerial Fiber Optic Fusion Splicing both Multimode and Singlemode with a dB loss of .16 and lower documented, to include splicing sleeve. Install Only	Each		\$ -
9	Hang and Secure Fiber Optic Splice Case for Aerial Application. Install Only	Each		\$ -
10	Aerial Fiber Optic Cable Install and Lashing , One (1) cable to include lashing material only. Furnish and Install	LF		\$ -
11	Aerial Fiber Optic Cable Install and Lashing , One to Two (1 - 2) additional cables to include lashing materials only. Furnish and Install	LF		\$ -
12	Aerial Fiber Optic Cable Install and Over-Lashing One (1) cable to include lashing material only. Furnish and Install	LF		\$ -
13	Aerial Fiber Optic Cable Install and Over-Lashing, One to Two (1 - 2) additional cables to include lashing material only. Furnish and Install	LF		\$ -
14	Wood Pole Class I II 35 ft. Penta. Furnish and Install	Each		\$ -
15	Wood Pole Class II I 40 ft. Penta. Furnish and Install	Each		\$ -
16	Span Wire for Aerial Fiber, 1/4 inch messenger, 7 strand. Furnish and Install	LF		\$ -
17	Pole Line Hardware for 1/4 inch messenger, 7 strand span wire per attachment point. Furnish and Install	Each		\$ -
18	Aerial Cable Pole Transfer (1 to 4 cables). Per attachment point	Each		\$ -
19	Cable U Guard, Metal, Flanged, 10 ft. section for 1 1/4 inch or 2 inch conduits. Furnish and Install	Each		\$ -
20	Miscellaneous Aerial repair or install to include Bucket Truck and Labor Only	hour		\$ -
21	Overhead fiber optic cable and strand wire removal and disposal 100 foot minimum .	LF		\$ -
22	Overhead copper communication cable and strand wire removal (cable is retained by the City of Mobile) (100 foot minimum).	LF		\$ -
23	Combined overhead copper communication cable, fiber optic and strand wire removal (cable is retained by the City of Mobile) (100 foot minimum).	LF		\$ -
24	Removal of pole line hardware after the removal of cable and strand wire. Per pole.	Each		\$ -
25	Cable identification marker wrap installation Per pole. Install Only	Each		\$ -

BID NUMBER

Quote Total

\$ -

Contact Info:

Contact Number

Date Available

Construction Quote

ITEM 2: FIBER OPTIC & SPLICE NARRATIVE

JOB Name:		Unit Price	Quantity	Extended Price
1	Emergency Nighttime/Holiday Call Out To include same day emergency fiber optic needs ("Call Out" Must Be Approved by City of Mobile MIT Department)	HOURL		\$ -
2	Fiber Optic Diagnostic Testing to include OTDR, Red Light and Light Meter to determine quality of fiber optic link or fault.	HOURL		\$ -
3	Fiber Optic Enclosure Housing preparation and installation (both wall and rack). Install Only	EACH		\$ -
4	Fiber Optic Enclosure Housing Simplex Patchcord/Pigtail preparation for fusion splicing to include both Multimode and Singlemode. Install Only	EACH		\$ -
5	Fiber Optic cable preparation (any count fiber) . Install Only	EACH		\$ -
6	Fiber Optic Splice Case preparation (to include expansion kits). Install Only	EACH		\$ -
7	Fiber Optic Existing Splice Case Opening and re-entry	EACH		\$ -
8	Fiber Optic Fusion Splicing both Multimode and Singlemode with a dB loss of .18 and lower documented, to include splicing sleeve. Install Only	HOURL		\$ -
9	Miscellaneous Fiber Optic repair or install. Labor Only	HOURL		\$ -
10				\$ -
11				\$ -
12				\$ -
13				\$ -
14				\$ -

BID NUMBER

Quote Total

\$ -

Contact Info:

Contact Number

Date Available

Construction Quote

ITEM 3: UNDERGROUND BORING NARRATIVE

JOB Name:		Unit Price	Quantity	Extended Price
1	Buried (Trenched or Directional Drilling) duct HDPE SDR11 or SDR13.5 - single 1 1/4 inch conduit. Install only	LF		\$ -
2	Buried (Trenched or Directional Drilling) duct HDPE SDR13.5 single conduit, SDR13.5 1 1/4 inch conduit. Furnish and Install	LF		\$ -
3	Buried (Trenched or Directional Drilling) duct HDPE SDR11 - single conduit, SDR11 1 1/4 inch conduit. Furnish and Install	LF		\$ -
4	Buried (Trenched or Directional Drilling) duct HDPE SDR11 - dual conduits, SDR11 1 1/4 inch conduit (1 1/4 inch x 2). Furnish and Install	LF		\$ -
5	Buried (Trenched or Directional Drilling) duct HDPE SDR9 - single conduit, SDR9 1 1/4 inch conduit. Furnish and Install	LF		\$ -
6	Buried (Trenched or Directional Drilling) duct HDPE SDR9 - single conduit, SDR9 2 inch conduit. Furnish and Install	LF		\$ -
7	Buried (Trenched or Directional Drilling) duct HDPE SDR11 - single conduit, SDR11 2 inch conduit. Furnish and Install	LF		\$ -
8	Buried (Trenched or Directional Drilling) duct HDPE SDR11 - dual conduits, SDR11 2 inch conduit (2 inch x 2). Furnish and Install	LF		\$ -
9	Buried (Trenched or Directional Drilling) duct HDPE SDR9 - dual conduits, SDR9 2 inch conduit (2 inch x 2). Furnish and Install	LF		\$ -
10	36" L x 24" w x 24" D open bottom concrete pull box. Install Only	EA		\$ -
11	36" L x 24" w x 30" D open bottom concrete pull box. Install Only	EA		\$ -
12	36" L x 24" W x 36" D open bottom concrete pull box. Install Only	EA		\$ -
13	Pull string for installed conduits, all sizes, 200 lbs. Tensile Strength "Jet line". Furnish and Install	LF		\$ -
14	Marker Post for Handholes and Fiber Optic conduit lines. Install Only	EA		\$ -
15	Trench in 1 1/4 inch Schedule 40 PVC conduit. Furnish and Install	LF		\$ -
16	Trench in 2 inch Schedule 40 PVC conduit. Furnish and Install	LF		\$ -
17	Conductor, #12 Stranded or Solid (Tone Wire) . Install only	LF		\$ -
18	Pull in One (1) Fiber Optic Cable and One (1) Conductor, #12 Stranded or Solid (Tone Wire) in conduit system. Install Only	LF		\$ -
19	Pull in Two to Three (2 - 3) additional Fiber Optic Cables in conduit s stem. Install Only	LF		\$ -
20	Pull in One (1) Fiber Optic Cable in City of Mobile buildings to designated locations as specified. Install Only	LF		\$ -
21	Pull in One to Two (1 - 2) Additional Fiber Optic Cables in City of Mobile buildings to designated locations as specified. Install Only	LF		\$ -
22	Conduit PVC Schedule 40 , 2 inch , to include strapping for above ground building penetration. Furnish and Install			\$ -
23	PVC Schedule 40, 2 inch, LB Fitting, for above ground building penetration. Furnish and Install	EA		\$ -
24	Wall Coring, 2 inch to 3 inch diameter for conduit entry, wall thickness 1 inch to 6 inch	EA		\$ -
25	Wall Coring, 2 inch to 3 inch diameter for conduit entry, wall thickness 7 inch to 12 inch	EA		\$ -
26	Wall Coring, 2 inch to 3 inch diameter for conduit entry, wall thickness exceeding 12 inches, per inch	EA		\$ -
27	Concrete Removal and Replacement for sidewalks and driveways, 4 inch thickness. Furnish and Install	EA		\$ -
28	Concrete Removal and Replacement for sidewalks and driveways, 6 inch thickness. Furnish and Install	SQ FT		\$ -
29	Concrete Removal and Replacement for sidewalks and driveways, 8 inch thickness. Furnish and Install	SQ FT		\$ -
	3" of clean pea gravel for 36"L x 24" open bottom handhole box. Furnish and Install	Ea		\$ -
30	Proof, Clean Existing Customer Conduit for additional fiber optic cable installation.	EA		\$ -
31	Miscellaneous Underground systems repair or install. Labor Only	EA		\$ -
32	Right of Way Performance Bond minimum \$10,000	EA		\$ -
33	Right of Way Performance Bond minimum \$15,000	EA		\$ -
34	Right of Way Performance Bond minimum \$20,000	EA		\$ -
35	Right of Way Performance Bond minimum \$ 25,000 2.5 percent	EA		\$ -

BID NUMBER _____

Quote Total

\$

Contact Info: _____

Contact Number _____

Date Available _____

INSURANCE REQUIREMENTS

For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, *which such insurance shall name the City of Mobile as an additional insured*, and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

- a. General Liability insurance – public liability including premises, products and complete operations.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence.
Or, (in lieu of (1) and (2) above
 - (3) Bodily injury and property damage combined –
\$500,000 per occurrence

- b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence.
 - (3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined –
\$500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, \$1,000,000.00 per event.



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 30, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Callyo 2009 Corp for annual renewal of Callyo cell phone masking and recording software for MPD.

Amount of Contract:

\$17,836.00

Funding Source

General fund.

ATTACHMENTS:

1. 20251217 Callyo Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 30 December 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 Callyo 2009 Corp

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Callyo 2009 Corp for annual renewal of Callyo cell phone
masking and recording software for MPD.
General fund,

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$17,836.00

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: Price below bid requirement; 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>4707</u>	2026	(1530) POLICE ADMIN SERVICES	ANNUAL RENEWAL OF CALLYO CELL PHONE MASKING AND RECORDING SOFTWARE FOR MPD (PRICE BELOW BID REQUIREMENT; BID EXEMPT AS SOFTWARE)	\$17,836.00	<u>(294761) CALLYO 2009 CORP</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004707-00 FY 2026 Acct No: 1000.30.15.1530.1538.1530.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor CALLYO 2009 CORP 200 2ND AVENUE S #143 SAINT PETERSBURG, FL 33701 Tel#727-456-8840 Fax 727-824-1027	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/21/25	294761				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

RENEWAL PER PROPOSAL #R391561

PERFORMANCE PERIOD:
2/1/2026-1/31/2027

EMAIL P.O. TO: ray.dimatteo@motorolasolutions.com

001 SOFTWARE LICENSE AND/OR SUPPORT (MAINTENANCE)	1.00 EACH	17836.00000	17836.00
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Additional Description Notes

RENEWAL CALLYO PLUS; UP TO 5 USERS \$4,920.00;
 ADDITIONAL USERS (PLUS) 27 @ \$34.00 = \$11,016.00;
 ADDITIONAL UNIT GROUPS: 3 @ \$45.00 = \$1,620;
 24/7 SUPPORT AND WEB BASED TRAINING: \$280.00.

Vendor Item
Inventory Item/Loc 1721

1 1000.30.15.1530.1538.1530.0000.0000.42115.	17836.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004707-00 FY 2026 Acct No: 1000.30.15.1530.1538.1530.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor CALLYO 2009 CORP 200 2ND AVENUE S #143 SAINT PETERSBURG, FL 33701 Tel#727-456-8840 Fax 727-824-1027	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/21/25	294761				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			

Requisition Link

Requisition Total 17836.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1538.1530.0000.0000.42115.	17836.00	5928905.20
INVESTIGATIVE SVC DIV EXP	SOFTWARE COSTS	

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

Activity	Date	Clerk	Comment
Approved	12/16/25	DONALD ROSE	Auto approved by: 9105fola
Approved	12/16/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	12/16/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	12/16/25	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	12/16/25	JAMES NEESE	Auto approved by: 9105fola
Approved	12/16/25	ANNE FOLEY	
Approved	12/16/25	JOHN PAINE	Auto approved by: 9105fola



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 30, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to CDW Government LLC for 13 network switches for MIT.

Amount of Contract:

\$23,158.14

Funding Source

General fund.

ATTACHMENTS:

1. 20251212 CDW Agenda PackagePOs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 30 December 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 CDW Government LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to CDW Government LLC for 13 network switches for MIT.
General fund,

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$23,158.14

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: Price below bid req. Sourcewell coop. purchasing agreement, not on/ priced below 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>5242</u>	2026	(5000) INFORMATION TECHNOLOGY	13 NETWORK SWITCHES FOR MIT (PRICE BELOW BID REQUIREMENT; SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON OR AT PRICE BELOW STATE CONTRACT)	\$23,158.14	<u>(272392) CDW GOVERNMENT LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005242-00 FY 2026 Acct No: 1000.10.23.5000.5000.5000.0000.0000.47020. Review: Buyer: 9105fo1a Status: Approved	Page 1
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 KEARNEY@CITYOFMOBILE.GOV Delivery Reference GHOLLIDAY@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/08/25	272932	12/15/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	PER SOURCEWELL #121923 CDWG AND YOUR QUOTE #PRSF662. ITEM HPE Aruba 6200F 48G Class4 PoE 4SFP+ 370W Switch - switch - Max. Stacking D Mfg. Part#: JL727B#ABA Contract: Sourcewell 121923-CDWG Tech Catalog (121923) QTY CDW# UNIT PRICE EXT. PRICE 3 7447681 \$4,549.01 \$13,647.03	3.00 EACH	4549.01000	13647.03
-----	---	--------------	------------	----------

1	1000.10.23.5000.5000.5000.0000.0000.47020.			13647.03
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GHOLLIDAY@CITYOFMOBILE.GOV

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

002	HPE Networking 2930F 12G PoE+ 2G 2SFP+ - switch - 12 ports -	9.00 EACH	764.29000	6878.61
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005242-00 FY 2026 Acct No: 1000.10.23.5000.5000.5000.0000.0000.47020. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 KEARNEY@CITYOFMOBILE.GOV Delivery Reference GHOLLIDAY@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/08/25	272932	12/15/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	managed - rack Mfg. Part#: JL693A#ABA Contract: Sourcewell 121923-CDWG Tech Catalog (121923) QTY CDW# UNIT PRICE EXT. PRICE 9 5805842 \$764.29 \$6, 878.61			
1	1000.10.23.5000.5000.5000.0000.0000.47020.			6878.61
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GHOLLIDAY@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	HPE Networking 6200F 24G Class4 PoE 4SFP+ 370W Switch - switch - Max. Stack Mfg. Part#: JL725B#ABA Contract: Sourcewell 121923-CDWG Tech Catalog (121923) QTY CDW# UNIT PRICE EXT.PRICE 1 7455895 \$2,632.50 \$2,632.50	1.00 EACH	2632.50000	2632.50
1	1000.10.23.5000.5000.5000.0000.0000.47020.			2632.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005242-00 FY 2026 Acct No: 1000.10.23.5000.5000.5000.0000.0000.47020. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 KEARNEY@CITYOFMOBILE.GOV Delivery Reference GHOLLIDAY@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/08/25	272932	12/15/25			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GHOLLIDAY@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Requisition Link

Requisition Total 23158.14

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.47020.	23158.14	3867304.89
INFORMATION TECHNOLOGY EXP	EQUIPMENT (LESS THAN \$5000)	

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

Activity	Date	Clerk	Comment
Approved	12/08/25	GREG HOLLIDAY	Auto approved by: 91057606
Approved	12/08/25	SCOTT KEARNEY	
Approved	12/08/25	UDARA JAYASENA	Auto approved by: 91057606
Approved	12/12/25	DONALD ROSE	Auto approved by: 9105fola
Approved	12/12/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	12/12/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	12/12/25	SAMANTHA COOLEY	Auto approved by: 9105fola

=====	=====
Bill To	Requisition 00005242-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 4
=====	=====

Vendor
CDW GOVERNMENT LLC
230 N MILWAUKEE AVE

VERNON HILLS, IL 60061

Tel#877-501-2756
Fax 312-705-0431

Ship To
MIT
651 CHURCH STREET

MOBILE, AL 36602
KEARNEY@CITYOFMOBILE.GOV

Delivery Reference
GHOLLIDAY@CITYOFMOBILE.GOV

Deliver To
MIT
651 CHURCH STREET

MOBILE, AL 36602

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
12/08/25	272932	12/15/25			INFORMATION TECHNOLOGY
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
Approved	12/12/25 JAMES NEESE		Auto approved by: 9105fola	
Approved	12/12/25 PATRICIA KENNEDY-JONES		Auto approved by: 9105fola	
Approved	12/12/25 ANNE FOLEY			
Approved	12/12/25 JOHN PAINE		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature

CDW-G

Technology products and services

#121923-CDW

Maturity Date: 2/27/2028

Website: cdwg.com/sourcewellSourcewell
Awarded Contract

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

Products & Services

Buy Sourcewell

Documents

Contact Information

Products & Services

Sourcewell contract 121923-CDW gives access to the following types of goods and services:

- Hardware and software
- Cloud offerings
- Technology solutions
- Professional services
- Managed services
- Cyber and physical security
- Project management
- Data center transformation
- Amplified services
- Configuration services
- Digital velocity solutions

Locate your local dealer or representative

Buy Sourcewell

Login to unlock more contract features.

Username

Password

Log In

[Forgot username or password?](#)[Setup Buy Sourcewell access](#)

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

[General Contracts](#)[e2iQC Contracts](#)

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

[All Solutions](#)[Minnesota-Only Solutions](#)[Supplier Resources](#)

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 30, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to SHI International Corp for implementation and one-year subscription to Beauceron Security Inc cybersecurity training software and services for MIT .

Amount of Contract:

\$25,247.47

Funding Source

General fund.

ATTACHMENTS:

1. 20251217 SHI Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 30 December 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 SHI International Corp

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to SHI International Corp for implementation and one-year
subscription to Beauceron Security Inc cybersecurity training software and services for MIT .
General fund,

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$25,247.47

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>5519</u>	2026	(5000) INFORMATION TECHNOLOGY	IMPLEMENTATION AND ONE YEAR SUBSCRIPTION TO BEAUCERON SECURITY INC CYBERSECURITY TRAINING SERVICES FOR MIT (AL STATE CONTRACT)	\$25,247.47	<u>(272641) SHI INTERNATIONAL CORP</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005519-00 FY 2026 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 KEARNEY@CITYOFMOBILE.GOV Delivery Reference GHOLLIDAY@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/12/25	272641	12/19/25			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

PER STATE OF ALABAMA CONTRACT #MA230000003919 AND YOUR QUOTE #26914806,

001 JOHN_KEARNEY@SHI.COM Beauceron Implementation and On-Boarding Beauceron Security Inc. - Part#: BSIO-D13YR Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Note: Onboarding One time fee for first year only. Guided implementation of the Beauceron platform, including project management.	1.00 EACH	1091.47000	1091.47
--	--------------	------------	---------

1 1000.10.23.5000.5000.5000.0000.0000.42115.	1091.47
--	---------

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GHOLLIDAY@CITYOFMOBILE.GOV

Deliver To
 MIT
 651 CHURCH STREET

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005519-00 FY 2026 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 KEARNEY@CITYOFMOBILE.GOV Delivery Reference GHOLLIDAY@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/12/25	272641	12/19/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
002	Beauceron Standard - 3 Year (1st year cost only) Beauceron Security Inc. - Part#: BSFN-D3YR Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Note: Software, ESD Year 1 of 3 Standard includes: Fully stocked phish tank, random automated phishing, phish reporting button, admin dashboard & real-time reporting, user sync integration, SSO, personal dashboard + risk score, third-part exposure checks, course library, easily customize or create courses, newsletters, risk management, NIST report, powerfule real-time reporting	2200.00 EACH	10.98000	24156.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			24156.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005519-00 FY 2026 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 KEARNEY@CITYOFMOBILE.GOV Delivery Reference GHOLLIDAY@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/12/25	272641	12/19/25			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GHOLLIDAY@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

[Requisition Link](#)

Requisition Total	25247.47
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.	25247.47	3926800.27
INFORMATION TECHNOLOGY EXP SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	12/12/25	GREG HOLLIDAY	Auto approved by: 91057606
Approved	12/12/25	SCOTT KEARNEY	
Approved	12/12/25	UDARA JAYASENA	Auto approved by: 91057606
Approved	12/16/25	DONALD ROSE	Auto approved by: 9105fola
Approved	12/16/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	12/16/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	12/16/25	SAMANTHA COOLEY	Auto approved by: 9105fola

=====	=====
Bill To	Requisition 00005519-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 4
=====	=====

Vendor
SHI INTERNATIONAL CORP
290 DAVIDSON AVE

SOMERSET, NJ 08873

Tel#732-715-3197
Fax 732-868-6055

Ship To
MIT
651 CHURCH STREET

MOBILE, AL 36602
KEARNEY@CITYOFMOBILE.GOV

Delivery Reference
GHOLLIDAY@CITYOFMOBILE.GOV

Deliver To
MIT
651 CHURCH STREET

MOBILE, AL 36602

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
12/12/25	272641	12/19/25			INFORMATION TECHNOLOGY
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
Approved	12/16/25 JAMES NEESE	Auto	approved by: 9105fola	
Approved	12/16/25 PATRICIA KENNEDY-JONES	Auto	approved by: 9105fola	
Approved	12/16/25 REBECCA CRUMPLER	Auto	approved by: 9105fola	
Approved	12/16/25 ANNE FOLEY			
Approved	12/16/25 JOHN PAINE	Auto	approved by: 9105fola	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract

Software, Valued Added Reseller

Supplier

SHI INTERNATIONAL CORP

Linked Solicitation

NA

Public Comments

NA

Type

Master Agreement

Contract Code

MA230000003919

Sourcing Number

NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Brittany	Peterson	brittany.peterson@purchasing.alabama.gov	3342424667

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
SouthEastTeamGov@shi.com	SHI PO Contact	SouthEastTeamGov@SHI.com	800-715-3197
Jeremy	Neff	Jeremy_neff@shi.com	251-259-8388
Jeremy	Neff	Jeremy_neff@shi.com	251-259-8388

3 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

4/1/2023

End Date

4/24/2027

Documents

Items

- [State of Alabama PA\(031623\).docx.pdf](#)
- [Cost Plus pricing NASPO SVAR - Alabama.pdf](#)

Item Name	Product Code	UOM
Software	2300000003919-01	Each
Software, consumption based only	2300000003919-02	USD
SHI PunchOut	shi	



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 30, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Stons Inc for annual renewal of Monday.com project management software for Gulf Coast Technology Center.

Amount of Contract:

\$98,812.50

Funding Source

General fund.

ATTACHMENTS:

1. 20251217 Stons Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 30 December 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 Stons Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stons Inc for annual renewal of Monday.com project
management software for Gulf Coast Technology Center.
General fund,

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$98,812.50

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: 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>4696</u>	2026	(1502) GULF COAST TECHNOLOGY CENTER	ANNUAL RENEWAL OF MONDAY.COM PROJECT MANAGEMENT SOFTWARE FOR GULF COAST TECHNOLOGY CENTER (BID EXEMPT AS SOFTWARE)	\$98,812.50	<u>(297526) STONS INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004696-00 FY 2026 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42140. Review: Buyer: 9105fola Status: Approved
--	---

Page 1

Vendor
 STONS INC
 2035 LINCOLN HIGHWAY
 SUITE 1010

EDISON, NJ 08817

Tel#6468755499

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602
 REBECCA.TURK@CITYOFMOBILE.ORG

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/21/25	297526	12/12/25			GULF COAST TECHNOLOGY CENTE

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

PER GSA QUOTE #GS35F153GA
 TAX ID: 32-0384453

001 *RENEWAL OF EXISITNG SOFTWARE* LICENSE FOR SOFTWARE AS SPECIFIED:	150.00	561.60000	84240.00
---	--------	-----------	----------

Additional Description Notes

Monday.com ENT users
 Tier: Enterprise
 Start Date: December 24, 2025
 End Date: December 23, 2026
 150 Seats

Included: Customer Success manager 25 hours per year to be provided by Monday.com.

Vendor Item

Inventory Item/Loc 1723

The Above Line Item Is Required By: 12/15/25

1 1000.30.15.1502.1502.1502.0000.0000.42140.			84240.00
--	--	--	----------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004696-00 FY 2026 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42140. Review: Buyer: 9105fola Status: Approved	Page 2
--	---	--------

Vendor STONS INC 2035 LINCOLN HIGHWAY SUITE 1010 EDISON, NJ 08817 Tel#6468755499	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG
---	---

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/21/25	1297526	12/12/25			GULF COAST TECHNOLOGY CENTE

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

003 LICENSE FOR SOFTWARE AS SPECIFIED:	150.00 EACH	97.15000	14572.50
Additional Description Notes			

Rewind backups for Monday.com NON GSA item.
 Vendor Item
 Inventory Item/Loc 1723

1 1000.30.15.1502.1502.1502.0000.0000.42140.	14572.50
--	----------

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004696-00 FY 2026 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42140. Review: Buyer: 9105fola Status: Approved
--	---

Page 3

Vendor
 STONS INC
 2035 LINCOLN HIGHWAY
 SUITE 1010

EDISON, NJ 08817

Tel#6468755499

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602
 REBECCA.TURK@CITYOFMOBILE.ORG

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/21/25	297526	12/12/25			GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602			

[Requisition Link](#)

Requisition Total 98812.50

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

Account	Amount	Remaining Budget
1000.30.15.1502.1502.1502.0000.0000.42140.	98812.50	2165203.79
GULF COAST TECHNOLOGY CENTER MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	12/08/25	JASON SMITH	Reviewed and Approved
Approved	12/08/25	CURTIS GRAVES	Auto approved by: 910520680
Approved	12/09/25	ROBERT LASKY	Auto approved by: 91055580
Approved	12/09/25	CURTIS GRAVES	NA
Approved	12/16/25	DONALD ROSE	Auto approved by: 9105fola
Approved	12/16/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	12/16/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	12/16/25	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	12/16/25	JAMES NEESE	Auto approved by: 9105fola
Approved	12/16/25	PATRICIA KENNEDY-JONES	Auto approved by: 9105fola
Approved	12/16/25	REBECCA CRUMPLER	Auto approved by: 9105fola
Approved	12/16/25	ANNE FOLEY	
Approved	12/16/25	JOHN PAINE	Auto approved by: 9105fola
Approved	12/16/25	ANNE FOLEY	Auto approved by: 9105fola

Authorized By: _____ Date: _____

=====	=====
Bill To	Requisition 00004696-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1502.1502.1502.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 4
=====	=====

Vendor
STONS INC
2035 LINCOLN HIGHWAY
SUITE 1010

EDISON, NJ 08817

Tel#6468755499

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602
REBECCA.TURK@CITYOFMOBILE.ORG

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
11/21/25	297526	12/12/25			GULF COAST TECHNOLOGY CENTE
-----	-----	-----	-----	-----	-----

LN Description / Account	Signature	Qty	Unit Price	Net Price
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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 30, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Sunbelt Fire Inc for 45 fire helmets for MFRD recruit class

Amount of Contract:

\$19,125.00

Funding Source

General fund.

ATTACHMENTS:

1. 20251217 Sunbelt Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 30 December 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 Sunbelt Fire Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sunbelt Fire Inc for 45 fire helmets for MFRD recruit class .
General fund,

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$19,125.00

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: Price below bid requirement; HGAC cooperative purchasing agreement, not on state contract

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor 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>4734</u>	2026	(1510) FIRE ADMINISTRATION	45 FIRE HELMETS FOR MFRD RECRUIT CLASS (PRICE BELOW BID REQUIREMENT)	\$19,125.00	(<u>198904</u>) <u>SUNBELT FIRE</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004734-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved
--	--

Page 1

Vendor
 SUNBELT FIRE INC
 8050 MCGOWIN DRIVE

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

FAIRHOPE, AL 36532

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#251-928-9917
 Fax 251-928-9933

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
11/24/25	198904				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

General Notes

001 AS PER QUOTE Q-44112 HELMET FIRE, TRADITIONAL STYLE WITH RETRACTABLE VISOR, 6 : LEATHER PASSPORT FRONT SHIELD, MSA/CARINS MODEL 1044 DEFENDER, HONEYWELL EV1 OR AS SPECIFIED, COLOR TO BE AS SPECIFIED. HONEYWELL HT-TRA-EV1. Additional Description Notes ----- MSA10247315 Stock Black 1836, Defender, Blk Nomex Earlaps, Carved Brass Eagle MSA10247315 Stock Black 1836, Defender, Blk Nomex Earlaps, Carved Brass Eagle per quote Q-44112 Vendor Item Inventory Item/Loc 13933	45.00 EACH	425.00000	19125.00
---	---------------	-----------	----------

1 1000.30.15.1510.1510.1510.0000.0000.44020.	19125.00
--	----------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004734-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 2
--	--	--------

Vendor SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	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
11/24/25	198904				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 19125.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.44020.	19125.00	2374273.59
FIRE ADMINISTRATION EXP		
OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	12/16/25	DONALD ROSE	Auto approved by: 910520704
Approved	12/16/25	SANDRA LEWIS	Auto approved by: 910520704
Approved	12/16/25	STEVEN KRONINGER	Auto approved by: 910520704
Approved	12/16/25	SAMANTHA COOLEY	
Approved	12/16/25	JAMES NEESE	Auto approved by: 910520704
Approved	12/16/25	ANNE FOLEY	Auto approved by: 910520704
Approved	12/16/25	JOHN PAINE	Auto approved by: 910520704

=====	=====
Bill To	Requisition 00004734-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
=====	=====

Vendor
SUNBELT FIRE INC
8050 MCGOWIN DRIVE

FAIRHOPE, AL 36532

Tel#251-928-9917
Fax 251-928-9933

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
-----	-----	-----	-----	-----	-----
11/24/25	198904				FIRE ADMINISTRATION
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

Authorized By: _____ Date: _____
Signature



Looking for something specific?

Search

Emergency Medical, Safety, and Rescue Equipment

Contract Information

Contract Number

EE11-24

Effective Dates

11/01/2024 - 10/31/2028

Contract Details

A. Emergency Medical Equipment: comprehensive range of emergency medical response equipment and supplies including all types of defibrillators, work/public access automatic external defibrillators (AEDs), chest compression systems, patient monitoring equipment and supplies, patient transport equipment and supplies, patient treatment equipment and supplies, medical kits and bags, and other miscellaneous emergency medical equipment and supplies.

B. Emergency Safety Equipment: comprehensive range of emergency safety equipment including electronic personnel accountability systems and equipment, EMS/Fire/Law Enforcement personal protective equipment (PPE), turnout gear including coats, gloves, helmets, pants, etc., decontamination products and equipment, miscellaneous personal safety equipment and supplies, and other miscellaneous emergency safety equipment and supplies.

C. Emergency Rescue Equipment: comprehensive range of emergency rescue equipment and tools including all types of spreaders, cutters, and combination units, all types of rescue saws, thermal imaging equipment, drone and unmanned aerial vehicle (UAV) equipment, rams, shoring/stabilizing equipment, hoses and related equipment, breathing air systems and equipment, self-contained breathing apparatus (SCBA), portable lights, portable blowers and fans, air lift rescue equipment, all types of water rescue equipment including ice rescue, swift water rescue and flood rescue equipment, flood response equipment and supplies, and other miscellaneous emergency rescue and response equipment and supplies.

Note: Use of this contract may require an additional competitive step. [Click here for details](#)

[About the Cooperative](#)[Bid Notices](#)[HGACBuy How2s](#)[Products & Services](#)[Resources](#)

Looking for something specific?

[Search](#)

Product Information

Product Description

MSA safety products, PPE, and gas detection equipment

Manufacturer

MSA

Contract

EE11-24 Emergency Medical, Safety, and Rescue Equipment

Discount

15%

Keyword(s)

Safety, PPE, emergency, gas detection

Product Code

Contract Category

Emergency Equipment & Supplies

[View Catalog](#)

Suppliers Offering This Product

Casco Industries, Inc.

David Stewart

david@cascoindustries.com

Phone: 800-551-8787

Fax: 253-681-7877

Sunbelt Fire, Inc.

Kent Bradley

kbradley@sunbeltfire.com

Phone: 800-642-8484 x 106

Fax: 251-928-9933

Sunbelt Fire, Inc.

Mike Sims

msims@sunbeltfire.com

Phone: 800.642.8484

Fax: 251-928-9933

MSA Safety Incorporated

Scott McGuire

scott.mcguire@msasafety.com

Phone: 724-742-8028

Fax: 724-741-1558

Sunbelt Fire, Inc.

Patrick Hitpas Hitpas

phitpas@sunbeltfire.com

Phone: 251-850-6929

Fax:

Contact HGACBuy

Veronica Johnson

veronica.johnson@h-gac.com

Phone: 713-993-2446

Fax: 713-993-4548

[Return to Products & Services](#)[View This Contract](#)

Contact Information

H-GAC Mailing Address:

P.O. Box 22777
Houston, TX. 77227-2777

H-GAC Physical Address

3555 Timmons Lane, Suite 120
Houston, TX 77027

Phone: 832-810-2667

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Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 16, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **January 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that H-GAC, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, H-GAC's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. L. Riddle', written in a cursive style.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

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 _____

Grade 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

Sherry Annua Jevette
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:
DATE: 6/26/25



AGENDA ITEM SUMMARY SHEET

Agenda of: December 30, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Authorize Settlement Agreement and Release of Claims: Searcy

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement Cari Searcy

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 Cari Searcy, 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